

**GENOA CHARTER TOWNSHIP  
BOARD OF TRUSTEES  
PUBLIC HEARING AND REGULAR MEETING  
DECEMBER 6, 2010  
6:30 p.m.  
AGENDA**

Call to Order:

Pledge of Allegiance:

Call to the Public:

**Approval of Consent Agenda:**

1. Payment of Bills
2. Request to approve minutes: 11-01-10
3. Consider reappointment of Board of Review for 2011 as presented by Township Supervisor.
4. Request for approval to add a refuse special assessment to be levied on the 2010 winter tax roll for parcel #4711-17-100-035 as requested by Township Treasurer.
5. Request for approval for the 2010 Instructions for poverty exemption, guidelines for poverty exemption, poverty exemption application and poverty exemption worksheet.
6. Consider approval of an extension to the METRO Act agreement between Genoa Charter Township and AT&T Michigan.
7. Consider extensions of employment contracts for the Manager, Utility Director, Assessor, Deputy Assessor and Billing Specialist.
8. Consider modifications to the Township's life insurance benefit.

**Approval of Regular Agenda:**

9. Consider approval of agreements related to a sewer connection with Brighton Township.
10. Public hearing for approval of amendments to Zoning Ordinance Articles 11, 14, 16 & 25.
11. Presentation by Howell Area Parks and Recreation Authority.
12. Consider a request from F & N Center LLC. for relief from water and sewer connection fees.
13. Consider approval of agreement between Genoa Township and SAFEbuilt Michigan Inc. for building department services.
14. Request to set a public hearing for January 3<sup>rd</sup>, 2010 at 6:30 p.m., to consider an Industrial Facilities Exemption request from CRW Plastics for property located at 5775 Brighton Pines Court.
15. Consider approval of entering into a lease agreement in regards to the Genoa Township Fire Substations with the Brighton Area Fire Department.
16. Consider a resolution dedicating funds for the Latson Interchange.

Correspondence  
Member Discussion  
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE :December 6, 2010

TOWNSHIP GENERAL EXPENSES: Thru December 6, 2010	\$355,010.28
November 12, 2010 Bi Weekly Payroll	\$37,148.64
November 26, 2010 Bi Weekly Payroll	\$37,584.22
December 1, 2010 Monthly Payroll & Longevity	\$17,985.17
OPERATING EXPENSES: Thru December 6, 2010	\$150,724.34
TOTAL:	<u>\$598,452.65</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26783	BIG APPL	BIG APPLE BAGEL	11/02/2010	47.92
26784	BULLET	Bullet Handyman Services	11/02/2010	130.74
26785	LC REG D	Livingston County Register Of	11/02/2010	38.00
26786	RUFFC	Connie Ruff	11/02/2010	337.50
26787	GUS'S CA	Gus's Carryout	11/02/2010	275.00
26788	COXKRIS	Kristi Cox	11/02/2010	150.00
26789	Adamski	Janet Adamski	11/02/2010	250.00
26790	BODALSKI	Mary Lynn Bodalski	11/03/2010	30.00
26791	assenma	Robert Assenmacher	11/02/2010	225.00
26792	ASSENMAC	Diane G. Assenmacher	11/02/2010	225.00
26793	BAYLEY R	Rebecca Bayley	11/02/2010	250.00
26794	BEACHD	Diana Beach	11/02/2010	180.00
26795	Bhavsar	Janice Bhavsar	11/02/2010	205.00
26796	BillelCl	Clementine Billel	11/02/2010	180.00
26797	Binder	Donald Binder	11/02/2010	250.00
26798	BODALSKI	Mary Lynn Bodalski	11/02/2010	250.00
26799	BodalskR	Richard Bodalski	11/02/2010	250.00
26800	Brender	Karen Brender	11/02/2010	180.00
26801	Brenna	Deborah Brennan	11/02/2010	180.00
26802	BRENNAN	Ann Brennan	11/02/2010	250.00
26803	BURGNER	Mary Burgner	11/02/2010	250.00
26804	Chesney	Jean Chesney	11/02/2010	205.00
26805	COLLINS	SHAWN COLLINS	11/02/2010	250.00
26806	CONRICH	Mary Conricode	11/02/2010	180.00
26807	DavisS	Shelagh Davis	11/02/2010	180.00
26808	DespotW	William Despot	11/02/2010	250.00
26809	Doucette	Louis Doucette	11/02/2010	180.00
26810	FLAMMERS	Erika H. Flammersfield	11/02/2010	180.00
26811	FRASHEC	Cheryl Frasheski	11/02/2010	180.00
26812	FRASHEK	Kenneth Frasheski	11/02/2010	180.00
26813	Goodall	Diane Goodall	11/02/2010	225.00
26814	Granet	Marlene Granet	11/02/2010	205.00
26815	GUERR	Marie Guerriero	11/02/2010	180.00
26816	HOGLE B	Betty Lu Hogle	11/02/2010	180.00
26817	HOWARD C	Cinthia Howard	11/02/2010	225.00
26818	HOWARD G	Gregory J. Howard	11/02/2010	250.00
26819	HOWARDD	Danielle Howard	11/02/2010	275.00
26820	HYSEN	THEODORE HYSEN	11/02/2010	180.00
26821	Jackson	Esther Ann Jackson	11/02/2010	180.00
26822	JonesC	Constance Jones	11/02/2010	180.00
26823	KERAMID	David Keramidas	11/02/2010	250.00
26824	Kolinsk	Miriam Kolinski	11/02/2010	180.00
26825	Kolinski	Tom Kolinski	11/02/2010	180.00
26826	LADUKEJ	Jack La Duke	11/02/2010	180.00
26827	LADUKJA	Janet La Duke	11/02/2010	180.00
26828	Larson	Sally Larson	11/02/2010	205.00
26829	Lazzari	Mary Ann Lazzari	11/02/2010	205.00
26830	Lizak	Jean Lizak	11/02/2010	180.00
26831	LIZAKSTE	STEVE LIZAK	11/02/2010	180.00
26832	Lollo K	Kelly Lollo	11/02/2010	250.00
26833	MahalakC	Carolyn Mahalak	11/02/2010	180.00
26834	MateviaG	Gerald Matevia	11/02/2010	250.00
26835	MateviaJ	Joyce Matevia	11/02/2010	250.00
26836	Mcclure	Cecelia McClure	11/02/2010	250.00
26837	McGrath	Carol McGrath	11/02/2010	180.00
26838	MESSING	Arnold Messing	11/02/2010	180.00
26839	NelsonD	Donna Nelson	11/02/2010	250.00
26840	NICHOLAS	Daena Nicholas	11/02/2010	25.00
26841	ORCZYK	Joseph Orczyk	11/02/2010	180.00
26842	Poppy	Kathryn Shreyer-Poppy	11/02/2010	205.00
26843	RIGGS	Ann Riggs	11/02/2010	180.00
26844	Ross	Judi A. Ross	11/02/2010	250.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26845	RUFFC	Connie Ruff	11/02/2010	180.00
26846	RYNICKE	Antoinette Rynicke	11/02/2010	180.00
26847	Sapienza	Kristen Renee Sapienza	11/02/2010	250.00
26848	SapienzP	Paul Sapienza Jr.	11/02/2010	250.00
26849	Saunder	John Saunders	11/02/2010	180.00
26850	Schelosk	MARY SCHELOSKE	11/02/2010	180.00
26851	Sebastia	Paul Sebastian	11/02/2010	180.00
26852	SHAFER K	Karleen Shafer	11/02/2010	205.00
26853	STEELE	Bonnie Steele	11/02/2010	180.00
26854	StGermaM	Marie St. Germain	11/02/2010	180.00
26855	StGerMau	Maurice St. Germain	11/02/2010	180.00
26856	SwihartE	Eva C. Swihart	11/02/2010	250.00
26857	SwihartW	William D. Swihart	11/02/2010	180.00
26858	Vettrain	John Vettraino	11/02/2010	180.00
26859	Warner	Janine Yanick-Warner	11/02/2010	180.00
26860	WENNERBE	Virginia WENNERBERG	11/02/2010	180.00
26861	Wisser	Kathleen Wisser	11/02/2010	205.00
26862	Witek	Karen Witek	11/02/2010	180.00
26863	Withorn	Margaret Withorn	11/02/2010	180.00
26864	Yaksich	Moshoula Yaksich	11/02/2010	180.00
26865	BRANVAN	BRANDON VANMARTER	11/03/2010	477.67
26866	BRENNAN	Ann Brennan	11/03/2010	10.00
26867	BRIGCOMM	Brighton Community Education	11/03/2010	200.00
26868	Chilson	Chilson Hills Baptist Church	11/03/2010	200.00
26869	ChurchNa	Church of the Nazarene	11/03/2010	200.00
26870	CLEARYUN	Cleary University	11/03/2010	200.00
26871	COMM BIB	Community Bible Church	11/03/2010	200.00
26872	FRASHEK	Kenneth Frasheski	11/03/2010	30.00
26873	HOWARD C	Cynthia Howard	11/03/2010	327.63
26874	HOWARDA	Charles Howard	11/03/2010	46.00
26875	HowellS	Howell Public Schools	11/03/2010	200.00
26876	MateviaG	Gerald Matevia	11/03/2010	10.00
26877	MateviaJ	Joyce Matevia	11/03/2010	30.00
26878	Ross	Judi A. Ross	11/03/2010	30.00
26879	RYNICKE	Antoinette Rynicke	11/03/2010	30.00
26880	Sitnar	Susan Sitner	11/03/2010	121.40
26881	Vettrain	John Vettraino	11/03/2010	30.00
26882	WENNERBE	Virginia WENNERBERG	11/03/2010	30.00
26883	Zerbyd	Diane Zerby	11/03/2010	60.00
26884	SOM-TRE	State Of Mich- Dept Of Treasur	11/03/2010	4,883.79
26885	SKOLAR P	Paulette Skolarus	11/03/2010	43.00
26886	Administ	Total Administrative Services	11/12/2010	596.12
26887	Equitabl	Equivest Unit Annuity Lock Box	11/12/2010	195.00
26888	AMERAWAR	American Awards & Engraving	11/10/2010	8.00
26889	B S & A	B S & A Software, Inc.	11/10/2010	730.00
26890	BORDINE	Bordine Nursery	11/10/2010	62.93
26891	Clearwat	Clearwater Systems	11/10/2010	83.85
26892	CONSUMER	Consumers Energy	11/10/2010	98.35
26893	CONTINEN	Continental Linen Service	11/10/2010	75.21
26894	COOPERST	Cooper's Turf Management LLC	11/10/2010	1,322.00
26895	DTE LAKE	DTE Energy	11/10/2010	663.96
26896	Duff	Susan Duff	11/10/2010	20.00
26897	EHIM	EHIM, INC	11/10/2010	1,301.85
26898	GANNETT	PRESS & ARGUS	11/10/2010	500.80
26899	Gawryk	Christine Gawryk	11/10/2010	20.00
26900	IBEC COM	IBEC, Inc.	11/10/2010	349.95
26901	LANGWORTL	Langworthy Strader Leblanc	11/10/2010	2,043.86
26902	LEO'S CU	Leo's Custom Sprinkler Service	11/10/2010	150.00
26903	LivCTrea	Livingston County Treasurer	11/10/2010	40.00
26904	LIVCTTR	Livingston County Treasurer	11/10/2010	11.47
26905	MASTER M	Master Media Supply	11/10/2010	519.91
26906	Micro	Microsoft TechNet	11/10/2010	249.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26907	Perfect	Perfect Maintenance Cleaning	11/10/2010	1,153.00
26908	PRINTING	PRINTING SYSTEMS	11/10/2010	1,181.23
26909	ProPet	ProPet Distributors, Inc.	11/10/2010	172.90
26910	ROJEWSKI	Debra Rojewski	11/10/2010	88.60
26911	RUFFC	Connie Ruff	11/10/2010	477.25
26912	SEMCOG	Semcog	11/10/2010	1,753.00
26913	State MI	State of Michigan	11/10/2010	103.81
26914	Tetra Te	Tetra Tech Inc	11/10/2010	420.00
26915	TRI COUN	Tri County Cleaning Supply Inc	11/10/2010	351.09
26916	US POSTA	US Postal Service	11/10/2010	185.00
26917	WASTE MA	Waste Management	11/10/2010	72,496.00
26918	WasteMan	Waste Management of Michigan	11/10/2010	37.50
26919	Administ	Total Administrative Services	12/01/2010	125.00
26920	Equitabl	Equivest Unit Annuity Lock Box	12/01/2010	20.00
26921	FirstNat	First National Bank in Howell	12/01/2010	635.20
26922	Administ	Total Administrative Services	11/26/2010	596.12
26923	Equitabl	Equivest Unit Annuity Lock Box	11/26/2010	455.00
26924	MCCRIRIE	Gary McCririe	11/22/2010	500.00
26925	ADT	ADT Security Services, Inc.	11/23/2010	366.32
26926	ARCHINAL	Michael Archinal	11/23/2010	500.00
26927	ATT& IL	AT&T	11/23/2010	601.64
26928	BLUE CRO	Blue Cross & Blue Shield Of Mi	11/23/2010	12,794.62
26929	BUS IMAG	Business Imaging Group	11/23/2010	968.17
26930	CARDM	Chase Card Services	11/23/2010	823.07
26931	DEL BUS	Deluxe Business Forms	11/23/2010	35.00
26932	DTE EN	DTE Energy	11/23/2010	191.71
26933	Eagle	Eagle Rock Concrete	11/23/2010	770.00
26934	EHIM	EHIM, INC	11/23/2010	3,310.83
26935	GREATLA	Greatland Corporation	11/23/2010	66.27
26936	HUNTR	ROBIN HUNT	11/23/2010	41.36
26937	Lincoln	Lincoln National Life Ins Co.	11/23/2010	1,229.23
26938	MI Soc P	Michigan Association of Planni	11/23/2010	49.00
26939	Net serv	Network Services Group, L.L.C.	11/23/2010	135.00
26940	RUFFC	Connie Ruff	11/23/2010	184.00
26941	SHELL	Shell	11/23/2010	833.55
26942	SKOLAR P	Paulette Skolarus	11/23/2010	85.00
26943	SPRINGBR	Springbrook Software	11/23/2010	961.70
26944	TASC	Total Administrative Services	11/23/2010	1,643.00
26945	VERIZONW	Verizon Wireless	11/23/2010	468.65
26946	AMER IMA	American Imaging, Inc.	12/06/2010	52.74
26947	APEX SOF	APEX SOFTWARE	12/06/2010	645.00
26948	Belanger	Steve Belanger	12/06/2010	15.00
26949	CNA Sure	CNA Surety	12/06/2010	100.00
26950	COMCAST	COMCAST	12/06/2010	94.04
26951	DYKEMA	Dykema Gossett PLLC	12/06/2010	257.70
26952	EHIM	EHIM, INC	12/06/2010	3,297.85
26953	ETNA SUP	Etna Supply Company	12/06/2010	1,625.03
26954	GBS INC	Governmental Business Systems	12/06/2010	780.00
26955	GENOA FU	Genoa Twp Future Roads #261	12/06/2010	200,000.00
26956	GENOA TW	Genoa Township	12/06/2010	488.40
26957	J.J.JINK	J.J. Jinkleheimer & Co.	12/06/2010	348.50
26958	MAGUIRE	Maguire Mailing Systems	12/06/2010	61.53
26959	Mancuso	Mancuso & Cameron	12/06/2010	5,136.00
26960	MASTER M	Master Media Supply	12/06/2010	972.72
26961	mlgma	Michigan Local Gov't Mgmt Asso	12/06/2010	110.00
26962	Net serv	Network Services Group, L.L.C.	12/06/2010	45.00
26963	PETTYCAS	Petty Cash	12/06/2010	169.19
26964	StateMI	State Of Michigan	12/06/2010	300.00
26965	TheSign	The Sign Works	12/06/2010	345.65
26966	Unruh	Jon Unruh	12/06/2010	20.00
26967	WALMART	Walmart Community	12/06/2010	85.00
26968	WASTE MA	Waste Management	12/06/2010	600.00

Township of Genoa  
User: angie

Accounts Payable  
Checks by Date - Summary by Check Number

Printed: 11/30/2010 11:59  
Summary

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26969	WIRELESS	Wireless Zone Hartland	12/06/2010	21.20
<b>Report Total:</b>				<b>355,010.28</b>

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 11/05/2010 - 13:08

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26886	Administ	Total Administrative Services	11/12/2010		596.12
				Check 26886 Total:	596.12
9995	AETNA LI	Aetna Life Insurance & Annuity	11/12/2010		25.00
				Check 9995 Total:	25.00
9996	EFT-FED	EFT- Federal Payroll Tax	11/12/2010		4,239.16 2,187.87 2,187.87 511.68 511.68
				Check 9996 Total:	9,638.26
9997	EFT-PENS	EFT- Payroll Pens Ln Pyts	11/12/2010		499.80
				Check 9997 Total:	499.80
26887	Equitabl	Equivest Unit Annuity Lock Box	11/12/2010		195.00
				Check 26887 Total:	195.00
9998	FIRST NA	First National Bank	11/12/2010		275.00 2,492.18 23,427.28

Check 9998 Total:

26,194.46

Report Total:

37,148.64



**First National  
Direct Deposit  
NOVEMBER 12, 2010  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,179.37
Amy Ruthig		\$883.31
Angela Williams		\$903.00
Carol Hanus		\$1,209.18
Dave Estrada		\$984.31
David Miller		\$1,920.02
Debbie Hagen		\$538.17
Deborah Rojewski		\$2,354.05
Diane Zerby		\$1,051.86
<b>Genoa Township</b>	<b>\$26,194.46</b>	
Greg Tatara		\$2,437.10
Judith Smith		\$1,155.68
Karen J. Saari		\$946.39
Kelly VanMarter		\$2,073.81
Laura Mroczka		\$1,635.38
Michael Archinal		\$2,763.39
Renee Gray		\$1,094.23
Robin Hunt		\$1,245.04
Susan Sitner		\$891.34
Tammy Lindberg		\$928.83
Tesha Humphriss		\$0.00
<b>Total Deposit</b>		<b>\$26,194.46</b>

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 11/19/2010 - 13:38

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26922	Administ	Total Administrative Services	11/26/2010		596.12
			Check 26922 Total:		596.12
10007	AETNA LI	Aetna Life Insurance & Annuity	11/26/2010		25.00
			Check 10007 Total:		25.00
10008	EFT-FED	EFT- Federal Payroll Tax	11/26/2010		3,799.14 2,213.33 2,213.33 517.65 517.65
			Check 10008 Total:		9,261.10
10009	EFT-PENS	EFT- Payroll Pens Ln Pyts	11/26/2010		499.80
			Check 10009 Total:		499.80
26923	Equitabl	Equivest Unit Annuity Lock Box	11/26/2010		455.00
			Check 26923 Total:		455.00
10011	FIRST NA	First National Bank	11/26/2010		325.00 2,692.18 23,730.02

Check 10011 Total:

26,747.20

Report Total:

37,584.22

**First National  
Direct Deposit  
NOVEMBER 26, 2010  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,059.22
Amy Ruthig		\$1,144.43
Angela Williams		\$649.15
Carol Hanus		\$1,209.18
Dave Estrada		\$1,039.67
David Miller		\$1,920.02
Debbie Hagen		\$425.25
Deborah Rojewski		\$2,354.04
Diane Zerby		\$634.35
<b>Genoa Township</b>	<b>\$26,747.20</b>	
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		\$2,763.39
Renee Gray		\$1,094.23
Robin Hunt		\$1,295.04
Susan Sitner		\$0.00
Tammy Lindberg		\$928.83
Tesha Humphriss		\$1,982.05
<b>Total Deposit</b>		<b>\$26,747.20</b>

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 11/18/2010 - 16:50

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26919	Administ	Total Administrative Services	12/01/2010		125.00
			Check 26919 Total:		125.00
10003	EFT-FED	EFT- Federal Payroll Tax	12/01/2010		1,635.34 593.03 593.03 138.70 138.70
			Check 10003 Total:		3,098.80
				<i>Longevity+</i>	<u>1783.93</u>
					4882.73
10004	EFT-PENS	EFT- Payroll Pens Ln Pyts	12/01/2010		384.79
			Check 10004 Total:		384.79
26920	Equitabl	Equivest Unit Annuity Lock Box	12/01/2010		20.00
			Check 26920 Total:		20.00
10005	FIRST NA	First National Bank	12/01/2010		5,445.44 50.00
			Check 10005 Total:		5,495.44

Report Total:

9,124.03  
+ 7077.21  
*12cks Longevity*  
+ 16201.24  
+ 1783.93  
Page 1  
\$1,7985.

Township of Genoa  
User: diane

Payroll - LONGEVITY  
Computer Check Register

Printed: 11/12/10 12:22  
Batch: 601-12-2010

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
927	12/01/2010	Archinal Michael Archinal	452.05
11928	12/01/2010	GrayR Renee Gray	552.87
11929	12/01/2010	HanusCarol Carol Hanus	440.00
11930	12/01/2010	HuntR Robin Hunt	673.32
11931	12/01/2010	Lindberg Tammy Lindberg	416.02
11932	12/01/2010	Rojewski Debra Rojewski	830.00
11933	12/01/2010	Ruthig Amy Ruthig	651.91
11934	12/01/2010	SaariKaren Karen Saari	433.33
11935	12/01/2010	SkolarusP Paulette Skolarus	836.90
11936	12/01/2010	SmithJudith Judith Smith	923.50
11937	12/01/2010	Van Tassel Adam Van Tassell	427.31
11938	12/01/2010	VanMarter Kelly VanMarter	440.00
Total Number of Employees: 12			Total for Payroll Check Run: 7,077.21

LONGEVITY

Accounts Payable  
Computer Check Register

**Genoa Township**

---

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 11/19/2010 - 10:40

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10006	EFT-FED	EFT- Federal Payroll Tax	12/01/2010		483.41
					527.00
					527.00
					123.26
					123.26
					<hr/>
				Check 10006 Total:	1,783.93
					<hr/> <hr/>
				Report Total:	1,783.93
					<hr/> <hr/>

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

<b><u>Employee Name</u></b>	<b><u>Debit Amount</u></b>	<b><u>Credit Amount</u></b>
<b>Genoa Township</b>	<b>\$5,495.44</b>	
<b>Adam Van Tassel</b>		<b>\$522.73</b>
<b>Gary McCririe</b>		<b>\$1,542.91</b>
<b>H.J. Mortensen</b>		<b>\$166.23</b>
<b>Jean Ledford</b>		<b>\$0.00</b>
<b>Paulette Skolarus</b>		<b>\$2,938.94</b>
<b>Steve Wildman</b>		<b>\$158.40</b>
<b>Todd Smith</b>		<b>\$166.23</b>
<b>Total Deposit</b>		<b><u><u>\$5,495.44</u></u></b>



10:54 AM  
11/29/10

**#504 DPW RESERVE FUND**  
**Payment of Bills**  
**October 28 through November 29, 2010**

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

no checks issued

10:44 AM  
11/29/10

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
**October 28 through November 29, 2010**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	11/11/2010	1551	ABES AUTO GLASS INC	Dave Miller truck hitch	-174.27
Check	11/11/2010	1552	CAVALIER	October 2010 charges	-21.29
Check	11/11/2010	1553	McNaughton-McKay	Inv 11077478-00	-1,587.32
Check	11/11/2010	1554	Wells Fargo Financial Leasing	Lease payment - Lanier digital copier	-313.02
Check	11/11/2010	1555	U.S. POSTMASTER	Mailing of Oak Pointe quarterly billing - Aug, Sept, Oct, 2	-273.67
Check	11/12/2010	1556	LOWE'S	October 2010 invoices	-875.88
Check	11/12/2010	1557	Master Media	Numerous invoices Oct - Nov 2010	-497.29
Check	11/12/2010	1558	STANDARD ELECTRIC COMPANY	Inv 1706336-00	-55.33
Check	11/18/2010	1559	Springbrook	Travel exp - August 2010	-1,076.04
Check	11/18/2010	1560	WIRELESS ZONE HOWELL	Inv 35938 9/24/2010 - D. Estrada's phone	-129.99
Check	11/24/2010	1561	SEVERN TRENT ENVIRONMENTAL SERVICES IN	Inv STES 2050315	-34.47
Check	11/24/2010	1562	Verizon Wireless	Inv 2487145032	-310.59
<b>Total</b>					<b>-5,174.89</b>

11:06 AM  
11/29/10

**#593 LAKE EDGEWOOD W/S FUND**  
**Payment of Bills**  
**October 28 through November 29, 2010**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	11/01/2010	1822	Brighton Analytical L.L.C.	October 2010 invoices	-154.00
Check	11/01/2010	1823	City Of Brighton	Northstar #1 Conf CE & Northstar #2/Lake Edge.	-18,465.05
Check	11/01/2010	1824	GEOTRANS, INC.	Inv 50392818 dated 10/12/2010	-3,332.48
Check	11/01/2010	1825	K & J ELECTRIC, INC.	Inv #'s 5262 & 5263	-842.00
Check	11/01/2010	1826	MICHIGAN CAT	Inv SD570522304 dated 10/5/2010	-1,981.87
Check	11/01/2010	1827	PVS NOLWOOD CHEMICALS, INC	October 2010 invoices	-1,984.20
Check	11/01/2010	1828	SEVERN TRENT ENVIRONMENTAL SERVICES, IN	Inv STES 2049731 dated 10/4/2010	-8,234.82
Check	11/01/2010	1829	UIS PROGRAMMABLE SERVICES	Inv 530336663 dated 10/21/2010	-1,484.00
Check	11/01/2010	1830	GENOA TOWNSHIP-ADMIN FEES	Utility billing LEW and LE	-3,577.48
Check	11/08/2010	1831	Livingston County Register of Deeds	Record Easement	-35.00
Check	11/09/2010	1832	DTE Energy	Service from Sept 30 - Oct 28, 2010	-3,394.12
Check	11/17/2010	1833	Clearwater Systems	Statement # 209343 dated 11/1/2010	-347.68
Check	11/24/2010	1834	AT&T	Nov 7 - Dec 12, 2010	-294.10
Check	11/24/2010	1835	Consumers Energy	Service from 10/6/2010 - 11/4/2010	-148.19
Check	11/24/2010	1836	Brighton Analytical L.L.C.	Oct 26 - Nov 4, 2010 invoices	-231.00
Check	11/24/2010	1837	COOPER'S TURF MANAGEMENT	Inv 8679	-248.00
Check	11/24/2010	1838	Mancuso & Cameron	RE: Davita Matter	-1,500.00
Check	11/24/2010	1839	MICHIGAN CAT	Inv SD570533191 dated 11/1/2010	-825.00
Check	11/24/2010	1840	Oak Pointe Operating	Grinder repair -July 1 - Sept 30, 2010	-376.74
Check	11/24/2010	1841	OHM Engineering Advisors	Inv 131739 dated 10/28/2010	-5,777.75
Check	11/24/2010	1842	SEVERN TRENT ENVIRONMENTAL SERVICES, IN	Inv STES 2050310 & 2050315	-8,424.96
Check	11/24/2010	1843	Tetra Tech Inc.	Inv 50402205	-177.72
<b>Total</b>					<b>-61,836.16</b>

11:14 AM  
11/29/10

**#595 PINE CREEK W/S FUND  
Payment of Bills  
October 28 through November 29, 2010**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	11/16/2010	2065	City of Brighton	Water & Sewer Connection	-8,500.00
<b>Total</b>					<b>-8,500.00</b>

11:35 AM  
11/29/10

**#592 OAK POINTE W/S  
Capital Improvement  
Payment of Bills  
October 28 through November 29, 2010**

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

no checks issued

11:24 AM  
11/29/10

**#592 OAK POINTE WATER/SEWER FUND  
Payment of Bills  
October 28 through November 29, 2010**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	11/10/2010	1915	AT & T	Sept 14 - Oct 19, 2010	-276.37
Check	11/10/2010	1916	CONSUMERS ENERGY	Sept 28 - Oct 26, 2010	-173.72
Check	11/10/2010	1917	DTE ENERGY	Electric Service 9/28 - 10/28/2010	-6,387.84
Check	11/10/2010	1918	Biotech Agronomics, Inc.	Inv 606	-9,520.68
Check	11/10/2010	1919	BRIGHTON ANALYTICAL	October 2010 invoices	-578.00
Check	11/10/2010	1920	D & H Asphalt Company	Inv 1676	-525.00
Check	11/10/2010	1921	GEO TRANS, INC	Inv 50392817	-3,639.74
Check	11/10/2010	1922	KENNEDY INDUSTRIES INC.	Inv 524638	-11,270.00
Check	11/10/2010	1923	K & J Electric, INC	Inv #'s 5264, 5265, 5272	-938.00
Check	11/10/2010	1924	PVS Nolwood Chemicals, Inc	Inv # 318865	-1,114.60
Check	11/10/2010	1925	SEVERN TRENT ENVIRONMENTAL SERVICES, IN	Inv #'s STES 2049730 & 2049732	-31,100.81
Check	11/10/2010	1926	UIS PROGRAMMABLE SERVICES	Inv 530336662	-513.00
Check	11/16/2010	1927	AT & T	Nov 1 - Dec 6, 2010.	-488.46
Check	11/16/2010	1928	COOPERS TURF MANAGEMENT, LLC	Inv 8678	-480.00
Check	11/16/2010	1929	HARTLAND SEPTIC SERVICE	Inv 11041011	-1,710.00
Check	11/16/2010	1930	NORTHWEST PIPE AND SUPPLY, INC.	Inv #'s 108100 & 107991	-26.55
Check	11/16/2010	1931	WASTE MANAGEMENT	Inv 7068638-1389-7 October 2010	-105.31
Check	11/17/2010	1932	CLEARWATER SYSTEMS	Statement # 209343 dated 11/1/2010	-834.46
Check	11/24/2010	1933	BRIGHTON ANALYTICAL	Sept 27 - Nov 4, 2010 invoices	-469.00
Check	11/24/2010	1934	BREHOB	Inv 538416	-920.14
Check	11/24/2010	1935	EAST JORDAN IRON WORKS	Inv 3327318	-469.74
Check	11/24/2010	1936	FASTENAL	Inv MIBRG57372	-51.82
Check	11/24/2010	1937	The Macomb Group	Oct 2010 invoices	-238.44
Check	11/24/2010	1938	MICHIGAN CAT	Inv SD570531240	-825.00
Check	11/24/2010	1939	State of Michigan'	Inv 651055: WSSN: 01002, Oak Pointe	-977.10
Check	11/24/2010	1940	TETRA TECH, INC.	Inv 50402205	-346.96
Check	11/24/2010	1941	UIS PROGRAMMABLE SERVICES	Inv 530336724 & 530336723	-798.00
Check	11/24/2010	1942	USA Bluebook	Inv 266483 & 267141	-434.55
<b>Total</b>					<b>-75,213.29</b>

**GENOA CHARTER TOWNSHIP**

**Regular Meeting**

Nov. 1, 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, Steve Wildman, Jim Mortensen and Todd Smith. Also present were Township Manager Michael Archinal and seven persons in the audience.

A call to the public was made with the following response: Jeff Dhaenens – The new sled hill is great for our community. McCririe – You can thank Todd Smith because that was his idea.

**Approval of Consent Agenda:**

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

**1. Payment of Bills**

**2. Request to approve minutes: 10-18-10**

**3. Request for approval of the following appointments: Jim Mortensen to the Planning Commission expiring on 11-20-2011, Steve Wildman to the Zoning Board of Appeals expiring on 11-20-2011 as presented by the Township Supervisor.**

**4. Request for approval of the following appointments that will expire on 11-20-2011: Jean Ledford to SELCRA, Jean Ledford and Paulette Skolarus to SEMCOG, Gary McCririe and Robin Hunt to Genoa/Oceola Sewer and Water Authority, Todd Smith and Gary McCririe (alternate) to Howell Area Parks and Recreation, Robin Hunt and Gary McCririe to MHOG, Paulette Skolarus to Greenways, Michael Archinal to FOIA Coordinator, Gary McCririe and Jim Mortensen to Brighton Fire Authority, Kelly VanMarter and Paul Edwards (alternate) to Huron River-Watershed Council, Steve Wildman and Jean Ledford to Election Commission, and John Kirsh to Brownfield Development as presented by the Township Supervisor.**

**5. Request for approval of the following appointments that will expire on 11-20-2012: Jean Ledford, Todd Smith, James Mortensen and Steve Wildman to Brownfield Development as presented by the Township Supervisor.**

**6. Request for approval of proposal for concrete repair and asphalt removal from Eagle Rock Concrete in the amount of \$1,675.**

**7. Request for approval to add a refuse special assessment to be levied on the 2010 winter tax roll for parcel #4711-36-301-240 as requested by Township Treasurer.**

**Approval of Regular Agenda:**

Moved by Hunt, supported by Smith, to approve for action all items listed under the regular agenda. The motion carried unanimously.

**8. Request for approval to direct staff to issue the Municipal Park Naming Rights Request for Proposal as prepared by staff.**

Moved by Skolarus, supported by Smith, to approve the proposal with the township reserving all rights to modify the terms and accept or reject any bid, offer or proposal. The motion carried unanimously.

**9. Consideration of a request to authorize a publication and set a public hearing for December 6, 2010 at 6:30 p.m., for approval of amendments to the Zoning Ordinance Articles 11,14,16 & 25.**

Moved by S

mith, supported by Wildman, to authorize the publication and public hearing as requested. The motion carried unanimously.

**10. Discussion regarding lighting for the recently completed sled hill.**

Moved by Smith, supported by Wildman, to authorize the Administrative Committee to spend up to \$12,000.00 for lighting of the sled hill and parking area using mercury lighting with a shut off time of 9:00 p.m. as discussed. The motion carried unanimously.

An agreement between Livingston County and Genoa Charter Township concerning the Filmore Park development was brought before the board with minor changes that were made by Robert E. Parker (attorney for Raymond Fillmore Trust). It was the consensus of the board to accept the changes requested with an exception to Item 6 – g, ending the sentence after “areas improved by Tenant”. Moved by Wildman, supported by Mortensen, to approve the amended agreement. The motion carried unanimously.

The regular meeting of the Genoa Charter Township Board was adjourned at 6:50 p.m.



Paulette A. Skolarus  
Genoa Township Clerk

(Press/Argus 11/05/2010)

**BOARD OF REVIEW (1 Year Term)**

Robert Lupi	12/31/2011
Ron Matkin	12/31/2011
John Kirsch	12/31/2011
Carol Tengel	12/31/2011
Barbara Figurski	12/31/2011
Patricia Petrat	12/31/2011

# Memo

**To:** Genoa Twp Board  
**From:** Robin Hunt  
**Date:** 11/19/2010  
**Re:** 2010 Winter Tax Roll Change Request

---

Please consider for approval my request to increase the amount levied on the Refuse Special Assessment roll as well as adjust the 2010 Winter Tax Roll for parcel #4711-10-303-037 and parcel #4711-17-100-035.

In reviewing the proposed tax roll records it has come to our attention that the above parcels were not included in the special assessment levy that was turned over to Livingston County in October. Parcel #4711-10-303-037 is a new build and parcel #4711-17-100-035 was omitted from the Refuse roll in error when processing a split.

Detail on this addition is as follows:

<b>Parcel #4711-10-303-037</b>	Refuse	\$105.00	\$ 1.05	Admin.Fee
<b>Parcel #4711-17-100-035</b>	Refuse	\$105.00	\$ 1.05	Admin.Fee

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


# Memo

**To:** Genoa Township Board

**From:** Debra L. Rojewski

**Date:** 12/1/2010

**Re:** Instructions for poverty exemption, guidelines for poverty exemption, Poverty Exemption application and Poverty Exemption worksheet.

Manager Review: 

I would like the Genoa Township Board to adopt these guidelines for the 2010 Board of Review. The township is required to adopt guidelines that set income levels for our poverty exemption guidelines. The State of Michigan also requires that poverty exemption guidelines are established by the townships local assessing unit and we shall include an asset level test. An asset level test means the amount of cash, fixed assets or other property that could be used or converted to cash for use in payment of property taxes.

The income levels the township is using were supplied by the Sate of Michigan. I have attached the income levels which are the Federal Poverty Guidelines that were supplied to us from the State of Michigan. If you have any further questions feel free to contact me.

Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to

**Approve the 2010 Instructions for poverty exemption, guidelines for poverty exemption, Poverty exemption application and Poverty exemption worksheet as submitted.**

**RESOLUTION #  
GENOA CHARTER TOWNSHIP  
COUNTY OF LIVINGSTON, MICHIGAN**

**RESOLUTION ESTABLISHING GUIDELINES FOR GRANTING OF POVERTY  
EXEMPTIONS FROM PROPERTY TAXES PURSUANT TO MCL 211.7u AND  
ESTABLISHING BEGINNING DATE FOR THE BOARD OF REVIEW**

At a regular meeting of the Board of Trustees of Genoa Charter Township, County of Livingston, State of Michigan, held on January 19, 2011, the following Resolution was moved, supported and adopted.

RECITALS:

WHEREAS, P.A. 390 of 1994, which amended Section 7u of Act 206 of the Public Acts of 1893, as amended by Act 313 of the Public Acts of 1993, being section 211.7u of the Michigan Compiled Laws, requires the governing body of the assessing unit to determine and make available to the public the policy and guidelines for granting of poverty exemptions under MCL 211.70;

NOW, THEREFORE BE IT RESOLVED that to be eligible for a poverty exemption pursuant to MCL 211.7u in the Township of Genoa, a person must be the owner and must occupy the property as a homestead, as defined, for which the exemption is requested; file a completed and notarized application; file copies of federal and state income tax returns for all persons residing in the homestead, including property tax credit forms and/or Statement of Benefits Paid from Michigan Department of Social Services or Social Security Administration; meet local (Genoa Charter Township) poverty income standards;

BE IT FURTHER RESOLVED that the applicant must have an annual household income less than the amounts shown in Attachment A;

BE IT FURTHER RESOLVED that the applicant must have an annual taxable and/or non-taxable dividend income less than \$500;

BE IT FURTHER RESOLVED that the applicant's asset level, excluding the homestead, may not exceed \$10,000;

BE IT FURTHER RESOLVED that the applicant may not have ownership interest in any real estate other than the homestead;

BE IT FURTHER RESOLVED that a poverty exemption may be granted for only one year at a time;

BE IT FURTHER RESOLVED that for the 2010 tax year the Genoa Charter Township Board of Review will begin its proceedings on Tuesday, March 8, 2011;



BE IT FURTHER RESOLVED that the board of review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for poverty exemption;

BE IT FURTHER RESOLVED that the board of review may request from the applicant any supporting documents which may be utilized in determining a poverty exemption request;

BE IT FURTHER RESOLVED that the completed poverty exemption application must be filed after January 1, but before the day prior to the last day of the board of review in the year for which exemption is sought;

BE IT FURTHER RESOLVED that the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided;

BE IT FURTHER RESOLVED that the board of review may deviate from the established policy and guidelines only for substantial and compelling reasons. The applicant will be notified, in writing, the reasons for deviating from the policy and guidelines for poverty exemption;

BE IT FURTHER RESOLVED that to conform with the provisions of P.A. 390 of 1994, this resolution is hereby given immediate effect.

## ATTACHMENT A

### POVERTY LEVEL GUIDELINES FOR 2011 TAX YEAR

FAMILY UNIT	HOUSEHOLD INCOME
Family of 1:	\$10,800
Family of 2:	\$14,600
Family of 3:	\$18,300
Family of 4:	\$22,100
Family of 5:	\$25,800
Family of 6:	\$29,500
Family of 7:	\$33,300
Family of 8:	\$37,000
For each additional person add:	\$ 3,700

**GENOA CHARTER TOWNSHIP  
APPLICATION FOR ONE YEAR HARDSHIP REDUCTION**

COMPLETE ENTIRE APPLICATION AND RETURN IT ALONG WITH THE **MOST RECENT** COPIES OF THE FOLLOWING:

- (1) FEDERAL TAX RETURN (*For Everyone in Household*)
- (2) STATE OF MICHIGAN INCOME TAX RETURN (*For everyone in Household*)
- (3) MICHIGAN HOMESTEAD PROPERTY TAX CREDIT CLAIM (1040-CR)
- (4) ALL INCOME STATEMENTS ASSOCIATED W/ABOVE RETURNS (1099'S, W-2'S) *For everyone in household*
- (5) 2 MONTHS OF **ALL** BANK ACCOUNT STATEMENTS
- (6) 2 MONTHS OF **ALL** CREDIT CARD STATEMENTS

**YOUR APPLICATION WILL NOT BE CONSIDERED WITHOUT ALL OF THIS INFORMATION**

**PERSONAL DATA**

Name: \_\_\_\_\_ Are you 65 or Older? YES NO  
 Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Social Security #: \_\_\_\_\_ Are you Disabled? YES NO  
 Nature of Disability: \_\_\_\_\_

List all occupants of the home and their relationship:

NAME	RELATIONSHIP
_____	_____
_____	_____
_____	_____

Attach additional pages if necessary

**PROPERTY INFORMATION**

Year property was purchased: \_\_\_\_\_ Purchase Price: \_\_\_\_\_  
 Do you own the property free and clear? YES NO -----> What is your monthly payment? \_\_\_\_\_  
 Are the taxes included in your payment? YES NO  
 Are the taxes current? YES NO -----> Amount past due: \_\_\_\_\_  
 Do you own other real estate? NO YES -----> Please list below the location, value and type

LOCATION OF OTHER REAL ESTATE	VALUE	TYPE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach additional pages if necessary

**EMPLOYMENT STATUS**

Are you, your spouse, or other members of the household employed?

Self: NO YES -----> Employer Name & Address: \_\_\_\_\_  
 Spouse: NO YES -----> Employer Name & Address: \_\_\_\_\_  
 Other members in household: NO YES -----> Employer Name & Address: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**GENOA CHARTER TOWNSHIP  
APPLICATION FOR ONE YEAR HARDSHIP REDUCTION**

**INCOME**

**TOTAL ESTIMATED HOUSEHOLD INCOME DECLARATION**

SOURCE	MONTHLY AMOUNT	ANNUAL AMOUNT
Wages / Salaries / Tips	_____	_____
Social Security / SSI	_____	_____
Pension or Retirement	_____	_____
Interest and/or Dividends	_____	_____
Rental Income	_____	_____
Business or Royalty Income	_____	_____
Disability Payments	_____	_____
General Assistance / ADC	_____	_____
Alimony	_____	_____
Child Support	_____	_____
Unemployment Benefits	_____	_____
Other Income from Family	_____	_____
Income from Land Contracts, etc.	_____	_____
Any Other Income (Source)	_____	_____

**TOTAL PROJECTED INCOME FOR CURRENT YEAR**

\_\_\_\_\_

**ASSETS**

Do you have a savings account?	NO	YES ----->	Balance: _____	Bank: _____
Do you own any time certificates?	NO	YES ----->	Type: _____	Value: _____
Do you own any stocks or bonds?	NO	YES ----->	Type: _____	Value: _____
Do you own any other assets?	NO	YES ----->	Type: _____	Value: _____
			Type: _____	Value: _____
			Type: _____	Value: _____

**GENOA CHARTER TOWNSHIP  
APPLICATION FOR ONE YEAR HARDSHIP REDUCTION**

**EXPENSE INFORMATION**

*Equity  
Loan*

Average Monthly Expenses: \_\_\_\_\_

House Pmt (Prin. & Interest) \_\_\_\_\_

Association Dues (if applicable) \_\_\_\_\_

Life Insurance \_\_\_\_\_

Health Insurance \_\_\_\_\_

Home Insurance \_\_\_\_\_

Auto Insurance \_\_\_\_\_

Taxes (Homestead) \_\_\_\_\_

Taxes on other Real Estate \_\_\_\_\_

Car Payment #1 \_\_\_\_\_ Year Make & Model \_\_\_\_\_

Car Payment #2 \_\_\_\_\_ Year Make & Model \_\_\_\_\_

Utilities: Electric \_\_\_\_\_

Gas/Oil/Heat \_\_\_\_\_

Telephone \_\_\_\_\_

Water \_\_\_\_\_

Cable \_\_\_\_\_

Cell Phone \_\_\_\_\_

Child Care \_\_\_\_\_

Food & Clothing \_\_\_\_\_

Credit Card #1 \_\_\_\_\_ Balance \_\_\_\_\_

Credit Card #2 \_\_\_\_\_ Balance \_\_\_\_\_

Credit Card #3 \_\_\_\_\_ Balance \_\_\_\_\_

Other Loans \_\_\_\_\_

Medical Bills (**After Insurance**) \_\_\_\_\_

Lawn Care \_\_\_\_\_

Other (Specify) \_\_\_\_\_

Do you have any unusual expenses?      NO      YES-----> Please describe:

\_\_\_\_\_

\_\_\_\_\_

Is there any other information you feel the Board of Review should consider?

**GENOA CHARTER TOWNSHIP  
APPLICATION FOR ONE YEAR HARDSHIP REDUCTION**

**I/WE DECLARE THAT I/WE ARE UNABLE TO PAY THE FULL PROPERTY TAX LEVY ON THE ABOVE DESCRIBED PARCEL AND  
HEREBY MAKE APPLICATION FOR PROPERTY TAX RELIEF DUE TO HARDSHIP IN ACCORDANCE WITH SECTION 211.7u  
OF MCL. I/WE DECLARE THAT THE STATEMENTS MADE HEREIN ARE COMPLETE, TRUE AND CORRECT. I/WE FURTHER  
UNDERSTAND THAT IF ANY INFORMATION CONTAINED HEREIN IS FOUND TO BE FALSE OR INCOMPLETE, ANY AND ALL  
RELIEF GRANTED BY THIS APPLICATION WILL BE FORFEITED AND PLACED BACK ON THE ASSESSMENT ROLL WITH  
PENALTIES AND INTEREST, AND IS ALSO PUNISHABLE BY PENALTY OF PERJURY**

Applicant \_\_\_\_\_

Date \_\_\_\_\_

Applicant \_\_\_\_\_

Date \_\_\_\_\_

Witness / Notary \_\_\_\_\_



AT&T Midwest  
23500 Northwestern Highway  
Room E219  
Southfield, MI 48075

T: 248.424.0124  
F: 248.424.1217  
LD1432@att.com

November 5, 2010

Ms. Paulette Skolarus, Clerk  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**METRO ACT RIGHT OF WAY PERMIT EXTENSION**

Dear Ms. Skolarus,

This is a letter agreement which extends the existing METRO Act Permit issued by Genoa Township to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2010. The extension is for a term to end on December 31, 2013.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 3 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Lynn Dutton via e-mail, [LD1432@att.com](mailto:LD1432@att.com) or 248.424.0124.

Agreed to by and on behalf of  
**Genoa Township**

**Michigan Bell Telephone Company d/b/a  
AT&T** acknowledges receipt of this  
Permit Extension granted by the municipality.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: METRO Act Administrator  
Date: \_\_\_\_\_



AT&T Midwest  
23500 Northwestern Highway  
Room E219  
Southfield, MI 48075

T: 248.424.0124  
F: 248.424.1217  
LD1432@att.com

November 5, 2010

Ms. Paulette Skolarus, Clerk  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**METRO ACT RIGHT OF WAY PERMIT EXTENSION**

Dear Ms. Skolarus,

This is a letter agreement which extends the existing METRO Act Permit issued by Genoa Township to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2010. The extension is for a term to end on December 31, 2013.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 3 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Lynn Dutton via e-mail, [LD1432@att.com](mailto:LD1432@att.com) or 248.424.0124.

Agreed to by and on behalf of  
**Genoa Township**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Michigan Bell Telephone Company d/b/a  
AT&T** acknowledges receipt of this  
Permit Extension granted by the municipality.

By: \_\_\_\_\_  
Its: METRO Act Administrator  
Date: \_\_\_\_\_

## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 12/3/10

RE: Employment Contract Extensions

Given the economic circumstances last year I did not ask for any increase in compensation. Because most of the Township's salaried employees have multi-year contracts a wage freeze did not apply to everyone. The Administrative Committee recommends that all employees who have not had a wage freeze receive no increase for one year. Employees who have already had a wage freeze will receive a 2% increase. No other modifications are being considered.

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to extend employment contracts for the Manager, Utility Director, Billing Specialist, Assessor and Deputy Assessor as recommended by the Administrative Committee.**



**MEMORANDUM**

TO: Township Board  
FROM: Mike Archinal  
DATE: 12/3/10  
RE: Life Insurance Benefit Changes

Information related to this matter will be provided to you at Monday night's meeting. Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to increase the Township's life insurance benefit from \$10,000 to \$25,000 as presented by the Township Clerk.




# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board

**FROM:** Greg Tatara, Utility Director

**DATE:** December 1, 2010

**RE:** Approval of Contracts with 1) The Charter Township of Brighton, 2) DaVita Dialysis and Livingston Real Properties, and 3) Fonson Construction, Inc.

**MANAGER REVIEW:** 

.....

For consideration at tonight's Board Meeting is the approval of the following three contracts:

1. Agreement to Construct Sewerage Connection by and among Genoa Charter Township, Kidney Centers of Michigan LLC, and Livingston Real Properties, Inc.
2. Agreement between Charter Township of Brighton and Genoa Charter Township for Sewerage Construction and Operation
3. Professional Services Agreement with Fonson Construction, Inc.

The approval of these contracts culminates over 14 months of research, study, negotiations and design to identify and remove a significant source of sodium and chloride from the Lake Edgewood Wastewater Treatment Plant.

## Background

The Lake Edgewood Plant is a groundwater discharge facility that is regulated by the State of Michigan for the concentration of sodium and chloride that can be discharged. Historic discharges of sodium result in annual sampling that has cost the Lake Edgewood customers \$345,710 since the Township entered into a consent judgment with the MDNRE in 2001. Continued high concentrations result in continued annual sampling and corrective actions totaling over \$21,000 per year. As a result, bringing the Lake Edgewood system into compliance and ultimately closing the site has a large financial benefit to the Lake Edgewood customers. The following timeline summarizes the events leading up to the contracts that are considered for approval today:

Timeframe	Event
October 2009	Sampling of all Pump Station Districts reveals Collingwood Road Area is contributing significant amounts of sodium
January 2010	Subsampling of Collingwood Pump Station District reveals sodium and chloride load coming from Livingston Real Properties Building on SW corner of Grand River and Collingwood Drive.
March 2010	Sampling of that building reveals DaVita Dialysis Center contributing sodium at concentrations 29-times greater than those permitted.
April - July 2010	Numerous negotiation meetings occur between Brighton Township, DaVita Representatives, and Building Owners. (Note: Brighton Township is a surface water facility not regulated for Sodium and Chloride)
August 2010	Feasibility study is commissioned by Orchard, Hilz, and McCliments Engineering Company.
September – October 2010	Design and additional negotiation meetings occur with all parties.
November 2010	Bids and received and final agreements are developed.

We feel reaching this point on this project represents a true success story of a local government working with other local governments and businesses in a cooperative fashion that improves the financial condition of all parties. Under a typical sewer use ordinance violation, the sewer connection could have been terminated. This would have resulted in DaVita vacating its current location and generating a large vacant commercial space. Also, there would have been lost sewer revenue for Lake Edgewood (\$8,200 annually), lost tax revenue, lost revenue for a local business, and removal of a public health service from our community. Through negotiation and cooperation achieved in this project, DaVita will maintain a minimum of a 15 year lease in their current location and continue to provide financial and health benefits to our community.

Completion of the project must commence soon in order to complete the project prior to winter conditions become too severe. Additionally, DaVita wishes to expend funds to complete the project this calendar year.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve entering into the following contracts:

1. Agreement to Construct Sewerage Connection by and among Genoa Charter Township, Kidney Centers of Michigan LLC, and Livingston Real Properties, Inc.
2. Agreement between Charter Township of Brighton and Genoa Charter Township for Sewerage Construction and Operation
3. Professional Services Agreement with Fonson Construction, Inc.

**AGREEMENT TO CONSTRUCT SEWERAGE CONNECTION  
BY AND AMONG  
GENOA CHARTER TOWNSHIP,  
KIDNEY CENTERS OF MICHIGAN, L.L.C.  
AND  
LIVINGSTON REAL PROPERTIES, INC.**

This **Agreement to Construct Sewerage Connection** (“Agreement”) is hereby made and entered into on \_\_\_\_\_, 2010 (“Effective Date”) by and among **Genoa Charter Township** (“Genoa”) whose address is 2911 Dorr Road, Brighton, Michigan 48116, **Kidney Centers of Michigan, L.L.C.** a subsidiary of DaVita Inc. and d/b/a **Brighton Dialysis**, (“Kidney Centers of Michigan, L.L.C.”), whose address is 7960 W. Grand River, Suite 200, Brighton, Michigan 48116 and **Livingston Real Properties, Inc.**, a Michigan corporation, (“Livingston”) whose address is 29757 Anthony Drive, Wixom MI 48393 and mailing address is P.O. Box 1168, Brighton, MI 48116.

**WHEREAS**, Kidney Centers of Michigan, L.L.C. owns and operates a dialysis center known as Brighton Dialysis (“Center”) located at 7960 W. Grand River, Suite 200 in the Township of Genoa, State of Michigan (the “Property”);

**WHEREAS**, Livingston owns the real property located at 7960 W. Grand River, Suite 200 in the Township of Genoa, State of Michigan and leases said real property to Kidney Centers of Michigan, L.L.C. pursuant to that certain Lease dated August 13<sup>th</sup>, 2001 (the “Lease”);

**WHEREAS**, the Lease has an initial term that ends on December 31, 2024 and gives The Kidney Centers of Michigan, L.L.C. the option to extend the term for two (5) additional five (5) year terms;

**WHEREAS**, in the operation of its business, Kidney Centers of Michigan, L.L.C. produces a byproduct known as dialysate and said dialysate contains high concentrations of sodium and chloride, which is discharged into the sanitary sewer system that currently services the Center;

**WHEREAS**, Genoa owns and operates the Lake Edgewood Wastewater Treatment Plant;

**WHEREAS**, Genoa confirms that all sanitary sewer discharge from the Center currently enters the Lake Edgewood Wastewater Treatment plant;

**WHEREAS**, in the operation of its Lake Edgewood Wastewater Treatment plant, Genoa is required by the Michigan Department of Natural Resources and the Environment (“MDNRE”) to monitor and maintain sodium and chloride levels below acceptable standards set by the MDNRE;

**WHEREAS**, Genoa has adopted ordinances regulating the maximum concentrations of Sodium and Chloride that may be discharged into the Lake Edgewood Wastewater Treatment Plant;

**WHEREAS**, Genoa has identified Center as a significant contributor of Sodium into the Lake Edgewood Wastewater Treatment Plant;

**WHEREAS**, Brighton Township also operates a wastewater treatment plant and the Brighton Township plant is capable of processing effluent with higher levels of sodium and chloride than the Lake Edgewood Wastewater Treatment Plant; and

**WHEREAS**, Brighton Township has agreed to allow Genoa to connect Center to the Brighton Township wastewater treatment plant.

**NOW WHEREFORE**, for good and valuable consideration, the parties agree as follows:

1. Agreement to Construct Sanitary Sewer Connection to Brighton Township Wastewater Treatment system. Genoa shall contract for the construction and installation of a pump system and wastewater force main to discharge the spent dialysate from a new pump station at the Kidney Centers of Michigan, L.L.C. site to the existing 8-inch Brighton Township force main along Grand River Avenue in accordance with the Orchard, Hilz & McCliment, Inc. Memorandum recommendation dated September 3, 2010 (**Exhibit 1**) for Route #1 (the “Wastewater System”), and the OHM Plans and Specifications for the DaVita Dialysis Sanitary Sewer Improvements dated 10/15/2010 attached hereto as **Exhibit 2**. The construction of the pump system and the wastewater force main shall comply with the applicable Genoa Township ordinances and the applicable Brighton Township ordinances. Genoa’s obligation to construct the Wastewater System shall be contingent upon Genoa obtaining all easements necessary for the construction of the Wastewater System from the applicable property owners. Likewise, Kidney Centers of Michigan, L.L.C.’s obligation to pay, as set forth in Section 2 below, is contingent upon Genoa obtaining all said easements. Kidney Centers of Michigan, L.L.C. shall be responsible, at its expense, for connecting the grinder pump to Kidney Centers of Michigan, L.L.C.’s premises including internal building plumbing, and electrical to the grinder pump and Kidney Centers of Michigan, L.L.C. shall further be responsible for the maintenance and repairs of said connection from the Grinder pump to Kidney Centers of Michigan, L.L.C.’s premises. Kidney Centers of Michigan, L.L.C. shall obtain all consents necessary for the construction of said items.

All contractors hired by Genoa to construct the Wastewater Treatment System shall obtain and maintain the following limits of insurance during the time of performance of construction services:

- (i) worker's compensation as required by law,
- (ii) automobile liability, including Michigan No-Fault coverage covering all owned, hired and non-owned vehicles with Person Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan no Fault Insurance Law, including residual liability insurance with a minimum combined single limit or \$1,000,000 each accident for bodily injury and property damage, and
- (iii) comprehensive general liability with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage.

A certificate of insurance evidencing such coverage shall be provided to Livingston and Kidney Centers of Michigan, L.L.C. upon request and shall name Livingston and Kidney Centers of Michigan, L.L.C. as additional named insureds.

2. Payment. Kidney Centers of Michigan, L.L.C. shall bear the cost of the following items of the Wastewater System:

(1) Tap fees (5 REU's at \$10,260 each)	\$51,300
(2) Construction cost for forcemain	\$23,200
Grinder Pump	\$6,810
Contingency	\$5,000
(3) Construction Engineering	<u>\$ 7,896</u>
Total:	\$94,206

Genoa shall bear the cost of the following items for the Wastewater System:

(1) Due Diligence	\$10,000
(2) Feasibility Study	\$ 3,100
(3) Engineering Design	\$ 6,900
(4) Township Attorney Fees	<u>\$ 2,500</u>
Total:	\$22,500

The above costs are based on bid amounts of which construction engineering and construction costs may vary. Genoa has obtained competitive bids for the construction costs of the forcemain and grinder pump. The parties acknowledge that during the course of construction unforeseen conditions may occur that will affect the cost of construction. If the actual construction cost for the forcemain exceeds a total of \$24,335 then Genoa shall immediately notify Kidney Centers of Michigan, L.L.C. and Genoa and Kidney Centers of Michigan, L.L.C. shall negotiate to minimize any construction cost overages.

Upon execution of this Agreement, Kidney Centers of Michigan, L.L.C. shall pay the following of its share of the above construction costs to Genoa: 100% of the Tap Fees, 50% of the construction costs, 100% of the Construction Engineering costs and 100% of the Grinder Pump cost. Said funds shall be held in escrow and paid from escrow as the costs are incurred. The balance of Kidney Centers of Michigan, L.L.C.'s share of the actual construction costs shall be paid promptly upon completion of construction. The Wastewater

System (excluding the connection to the Center and the portion inside the Center) shall, however, be deemed to be the property of Genoa. Neither Livingston Real Properties nor DaVita shall be responsible for repair or maintenance of the portion of the Wastewater System (excluding the connection to the Center and the portion inside the Center which shall remain the responsibility of Kidney Centers of Michigan, L.L.C. or Livingston Real Properties, as applicable).

3. Use and Usage Charges. Kidney Centers of Michigan, L.L.C. agrees to use the Wastewater System for all of its dialysate discharge only except that Kidney Centers of Michigan, L.L.C. may use the Lake Edgewood wastewater treatment system during any periods in which the Wastewater Treatment System is non-functional. Kidney Centers of Michigan, L.L.C. shall continue to use the Lake Edgewood wastewater treatment system for all of its other sanitary sewerage discharge. Kidney Centers of Michigan, L.L.C. shall pay to Genoa: (i) all fees charged by Brighton Township for the use of the Brighton Township Wastewater System for the dialysate discharge (five (5) REU's for a maximum flow rate of 1,300 gallons per day, during the term of this Agreement), and (ii) all fees for water and sewerage usage based on the water meter usage for the Kidney Centers of Michigan, L.L.C. property. Kidney Centers of Michigan, L.L.C. estimates its dialysate discharge into the Wastewater System at 900 gallons per day. Kidney Centers of Michigan, L.L.C. acknowledges that the Wastewater System has a limitation of a maximum flow rate of 1,300 gallons per day. The usage rates and fees charged to Kidney Centers of Michigan, L.L.C. for the Wastewater System shall not exceed the rates and connection fees charged to property owners located within Brighton Township. Kidney Centers of Michigan, L.L.C. shall be responsible for all charges associated with delinquent payment for all payments not timely received from Kidney Centers of Michigan, L.L.C. Kidney Centers of Michigan, L.L.C. currently operates 9 dialysis stations at Center on the Property. In the event that Kidney Centers of Michigan, L.L.C. intends on operating more than 9 dialysis stations at Center it shall provide Genoa with at least sixty (60) days prior written notice of such change. If such increase in dialysis stations causes the Center's flow rate to exceed 1,300 gallons of effluent per day (5 REU's), then Genoa shall provide Kidney Centers of Michigan, L.L.C. with an estimate to increase the capacity of the Wastewater System to accommodate such increased flow and in addition, Kidney Centers of Michigan, L.L.C. shall be responsible for and pay for the resulting increase in tap and usage fees.
4. Maintenance, Repair and Service Disruption. Genoa shall be responsible for and shall pay for any/all maintenance and repairs to the Wastewater System. In no event shall Genoa, or Brighton Township, be responsible to Kidney Centers of Michigan, L.L.C., Livingston or any third party for any service disruption in the Wastewater System and no claims for damages for such discontinuance shall be made by Kidney Centers of Michigan, L.L.C., Livingston or any third party against Genoa or against Brighton Township. In no event shall Livingston, be responsible to Kidney Centers of Michigan, L.L.C. or any third party for any service disruption in the Wastewater System and no claims for damages for such discontinuance shall be made by Kidney Centers of Michigan, L.L.C. or any third party against Genoa or against Livingston. Genoa will provide Kidney Centers of Michigan, L.L.C. with notice of any planned service disruption when Genoa knows of any such service disruption. Kidney

Centers of Michigan, L.L.C. shall provide Genoa with prompt notice of any and all Wastewater System failures and disruptions.

5. Contractor's Indemnity. The agreement(s) between Genoa and its contractor(s) and all subcontractor agreements shall provide for the following indemnification:

Contractor shall indemnify Genoa, Livingston Real Properties, and Kidney Centers of Michigan, L.L.C., their officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including Contractor's own employees, and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting from negligent acts or omission of Contractor, any sub-contractor, or any employee, agent or representative of Contractor.

6. Term. The term of this Agreement shall commence on the date set forth on page one and shall expire on December 31, 2034, unless the Wastewater System permanently discontinues operation during this term; under such circumstances this Agreement shall expire. This Agreement may be extended if mutually agreed by the parties and the agreement between Genoa and Brighton Township is likewise extended. Notwithstanding the above, Kidney Centers of Michigan, L.L.C. may terminate this Agreement if it terminates its lease with Livingston by providing at least thirty (30) days prior written notice to Genoa. Kidney Centers of Michigan acknowledges that Brighton township sewerage charges may continue to accrue unless notice of termination is received. Kidney Centers of Michigan, L.L.C. shall pay to Genoa all charges and fees due through the effective date of termination of this Agreement. This section 4 shall survive termination or expiration of this Agreement.

7. Notices. Whenever practical, notices permitted or required hereunder shall be in writing and shall be delivered or sent by First Class mail, postage prepaid, to the following addresses; provided that any party may change such address by written notice to the other party. All other notices shall, to the extent possible, be in writing and sent via facsimile as follows:

If to Genoa:

Genoa Charter Township  
2911 Dorr Road  
Brighton, MI 48116  
Attention Supervisor  
Facsimile (810) 227-3420

A copy of all notices sent to Genoa shall also be sent in the same manner to:

Mancuso & Cameron, P.C.  
317 W. Main Street



Brighton, MI 48116  
Attn: Frank J. Mancuso, Jr., Esq.  
Facsimile: (810) 229-0250

If to Kidney Centers of Michigan, L.L.C.:

Kidney Centers of Michigan, L.L.C.  
c/o DaVita, Inc.  
601 Hawaii Street  
El Segundo, CA 90245  
Attn: Legal Dept.

With a copy to:

Kidney Centers of Michigan, L.L.C.  
c/o DaVita, Inc.  
2611 N. Halsted Street  
Chicago, IL 60614  
Facsimile (888) 225-3125

If to Livingston:

Livingston Real Properties, L.L.C.  
29757 Anthony Drive  
Wixom, MI, 48393  
Attn: Frank Soave  
Mike Kuehl  
Facsimile: (248) 624-8567

With a copy to:

Livingston Real Properties, L.L.C.  
P.O. Box 1168  
Brighton, MI 48116

And to:

Michael Kehoe, Esq.  
224 W. Sibley Street  
Howell, MI 48843  
Facsimile (517) 546-7651

8. Default. Genoa reserves the right to discontinue service to Kidney Centers of Michigan, L.L.C. in the event Kidney Centers of Michigan, L.L.C. is in substantial default of this

Agreement and such default is not cured within twenty-one (21) days after receipt of written notice of any such default. Additionally, Genoa may charge interest and late fees for any overdue payments in the same manner as it charges Genoa residents. The payments shall be considered overdue if not paid as set forth in this Agreement or by Genoa ordinances, whichever may be applicable. Substantial default includes, but is not limited to, either non-payment or late payment.

9. Force Majeure. No failure or delay in the performance of this Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any Court or governmental authority, or any other cause, whether of the kind herein enumerated, or otherwise not in control of the party claiming suspension, provided that no cause or contingency shall relieve Kidney Centers of Michigan, L.L.C. of its obligation to make payment.
10. Covenant Running with the Land. All of the provisions of this Agreement are intended to be, and shall be construed as covenants running with the Property and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective transferees, successors and assigns during their respective periods of ownership.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
12. Entire Agreement. This Agreement, including the attached Exhibits, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter hereof. This Agreement may only be amended in a writing signed by the party to whom said amended terms are to be enforced against.
13. Severability. Should any provision of this Agreement be found by a court of competent jurisdiction to be invalid or unenforceable for any reason, said term(s) shall be deemed severed from this Agreement and the remaining provisions shall remain in full force and effect.
14. Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together, shall constitute one and the same document.
15. Recording. This agreement shall be recorded with the Register of Deeds for Livingston County.

**[Signatures appear on the following page.]**

Dated this \_\_\_\_\_ day of November, 2010

GENOA CHARTER TOWNSHIP

By: \_\_\_\_\_  
Gary T. McCririe, Supervisor

By: \_\_\_\_\_  
Paulette A. Skolarus, Clerk

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November 2010, by Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Charter Township, on behalf of said Township.

\_\_\_\_\_  
Kelly VanMarter, Notary Public  
Livingston County, Michigan  
My Commission Expires: 3-8-2013  
Acting in Livingston County, Michigan

Dated this \_\_\_\_ day of November, 2010

Kidney Centers of Michigan, L.L.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2010, by \_\_\_\_\_, the \_\_\_\_\_ of Kidney Centers of Michigan, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Approved as to form only:

DAVITA INC.

\_\_\_\_\_  
By: Steven E. Lieb  
Its: Group General Counsel

Dated this \_\_\_\_ day of November, 2010  
PROPERTIES, INC.

LIVINGSTON REAL

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2010, by \_\_\_\_\_, the \_\_\_\_\_ of Livingston Real Properties, Inc.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Drafted by and when recorded return to:

Frank J. Mancuso, Jr. (P49470)  
317 W. Main Street  
Brighton, Michigan 48116  
(810) 229-6167

**EXHIBITS 1 and 2**

**TO AGREEMENT TO CONSTRUCT SEWERAGE CONNECTION**

**(see attached)**

# Memorandum



**Date:** September 3, 2010

**To:** Tesha Humphriss, Genoa Charter Township  
Greg Tatara, Genoa Charter Township

**From:** Tim Kuhns, Orchard, Hiltz & McCliment, Inc.  
Rhett Gronevelt, Orchard, Hiltz & McCliment, Inc.

**Re:** DaVita Dialysis  
Connection to the Brighton Township Sanitary Collection System

## Introduction

Based upon an Order from the Michigan Department of Natural Resources and Environment (MDNRE), Genoa Township is required to maintain a 120 mg/L concentration of sodium in the groundwater discharge from the Lake Edgewood Waste Water Treatment Plant (WWTP). The Township has been evaluating the Collingwood District portion of sanitary collection system for sources of sodium with an ongoing monitoring program to remove several sources including the discharge of residential water softening equipment from the system. However, high concentrations of sodium still persist.

Detail sampling within the system identified the DaVita Dialysis Center at 7960 Grand River Avenue as a significant contributor of sodium due to the spent dialysate by-product from their operations. Genoa Township has discussed with Brighton Township, the possibility of disconnecting this waste stream from the DaVita Center, and directing it to the Brighton Township sanitary collection system to an existing 8-inch force main along Grand River Avenue.

This memorandum provides an evaluation of the following:

- An evaluation for the selection of a pump system. It will be necessary to evaluate low pressure pumping systems as the discharge location for this system is a force main with anticipated pressures of no more than 30 psi (approximately 70 ft of pressure head) at the discharge location. The pump system selection will also take into account the characteristics of the dialysate by-product discharge from the DaVita Dialysis Center. It is our understanding that the maximum daily discharge from the DaVita Dialysis Site is 1,200 gallons per day (GPD) or 0.8 gallons per minute (gpm)
- An evaluation of two (2) different routes for installing a force main to discharge the spent dialysate from a new pump station at the DaVita site to the existing 8-inch Brighton Township force main along Grand River Avenue.

## **Pump System Evaluation**

The EONE low pressure pump system was the initial selection for the pumping system as the Township's sanitary collection system includes a large number of EONE grinder pumps. The Township's staff is familiar with the maintenance and operations of these units and would prefer to maintain consistent equipment throughout the Township. Based on a review of the analytical results for the waste water discharge from the DaVita Dialysis Site with the factory engineers at EONE, it appears that the high sodium and chloride content in the discharge will not react adversely with the grinder pump materials and will not cause operational difficulties with the grinder pump. For this reason, the EONE pump system was selected for this application.

For this project, it was also our understanding that the owner and Township would require some redundancy for pumping the spent dialysate to the new discharge location. For this reason, it is recommended that a duplex EONE system be selected for the pump system. The selection of the duplex system also provides the added side-benefit of allowing the system operators to periodically turn on both pumps at the station in order to scour the settled solids within the proposed force main. The proposed pump station will have sufficient capacity to handle peak flows from the Site with a firm capacity of approximately 11 gpm and a peak flow capacity of 22 gpm.

## **Route Evaluation**

For this portion of the evaluation, two routes were evaluated as shown on the attached Figure. The evaluation will take into account available property (easements, ROW), other utility conflicts, and other factors likely to impact the cost. Both routes will require a Livingston County Road Commission permit as they both include work within the road right-of-way; however, since both routes serve as single-user connections to the Brighton Township system, it is not anticipated that a MDNRE Part 41 permit will be necessary.

### *Route 1 – Discharge to the Brighton Township System at Grand River and South Hacker*

This route consists of approximately 800 feet of force main from the proposed pump station at the DaVita Site to a discharge point along the 8-inch Brighton Township force main near the intersection of Grand River Avenue and South Hacker Road. This route is located largely within public right-of-way; however, there is a small portion of the route on two properties along Grand River Avenue that will likely require easements. It is our understanding that these two properties are owned by the DaVita Dialysis Site property owner, so it is believed that easements can be easily obtained for these two properties.

In addition, this route involves crossing Grand River Avenue with the proposed force main, which would require boring under the roadway. While there are many utilities in the GR Row in this area, it appears as though a suitable route could be found. It was assumed that a bore and jack installation of the force main under the roadway would not be required as the Livingston County Road Commission has not typically required bore and jack installation for single leads. One more significant potential conflict would be with the existing 8-inch high pressure gas line along the west side of Grand River Avenue; however, it is our understanding that there is sufficient separation between the roadway and the gas line and that the gas line can be pot-hole located without disturbing the Grand River Avenue roadway. As part of this analysis, the 8-inch

Brighton Township force main along Grand River Avenue was located. Based on our evaluation, it appears that there is sufficient separation between the force main and the roadway, such that it may not be necessary to disturb the Grand River Avenue Roadway when tapping the 8-inch force main with the proposed 1.25-inch connection.

The hydraulic analysis of this route indicates that a 1.25-inch HDPE DR 11 force main size is appropriate to provide a good balance between minimizing head-loss and maintaining adequate scour velocities within the force main. The system curve analysis for this route is provided in the Appendix of this report. The preliminary cost estimate for this route is approximately \$50,600. A detailed cost estimate is provided in the Appendix of this report.

*Route 2 - Discharge to the Brighton Township System at Grand River and Herbst*

This route consists of approximately 1,560 feet of force main from the proposed pump station at the DaVita Site to a discharge point along the 8-inch Brighton Township force main near the intersection of Grand River Avenue and Herbst Road. This route was provided as an alternative as it does not require a Grand River Avenue crossing as the 8-inch Brighton Township force main is located on the west side of the Grand River Avenue at this discharge location. It appears that this route could be located wholly within public right-of-way and within existing sanitary sewer easements, so new easements may not be necessary if this route is selected. A detailed review of the sewer easements along the rear of the properties was not conducted. This estimate assumes the easements are established with sufficient space for an additional pipe.

The initial analysis of this route indicated that it may be beneficial to connect the discharge of this route's force main with the existing 1.25-inch grinder pump lead at 8050 Grand River Avenue to minimize the length of the force main and eliminate the need to tap the existing 8-inch Brighton Township force main; however, based on our discussions with Brighton Township staff, it is our understanding that there is a desire to keep the DaVita Dialysis Site and 8050 Grand River Avenue low pressure systems separate to minimize coordination issues for maintenance and operations as the DaVita system will be maintained and operated by Genoa Township and the 8050 Grand River Avenue system will be maintained and operated by Brighton Township. In addition, if the connection were made to the existing grinder pump lead at 8050 Grand River Avenue, a Part 41 permit would be required through the MDNRE. For these reasons, the discharge location for this force main route was extended to the existing 8-inch Brighton Township Force Main.

The hydraulic analysis of this route indicates that a 1.25-inch HDPE DR 11 force main size is appropriate to provide a good balance between minimizing head-loss and maintaining adequate scour velocities within the force main. The system curve analysis for this route is provided in the Appendix of this report. The preliminary cost estimate for this route is approximately \$56,020. A detailed cost estimate is provided in the Appendix of this report.



## **Findings and Recommendations**

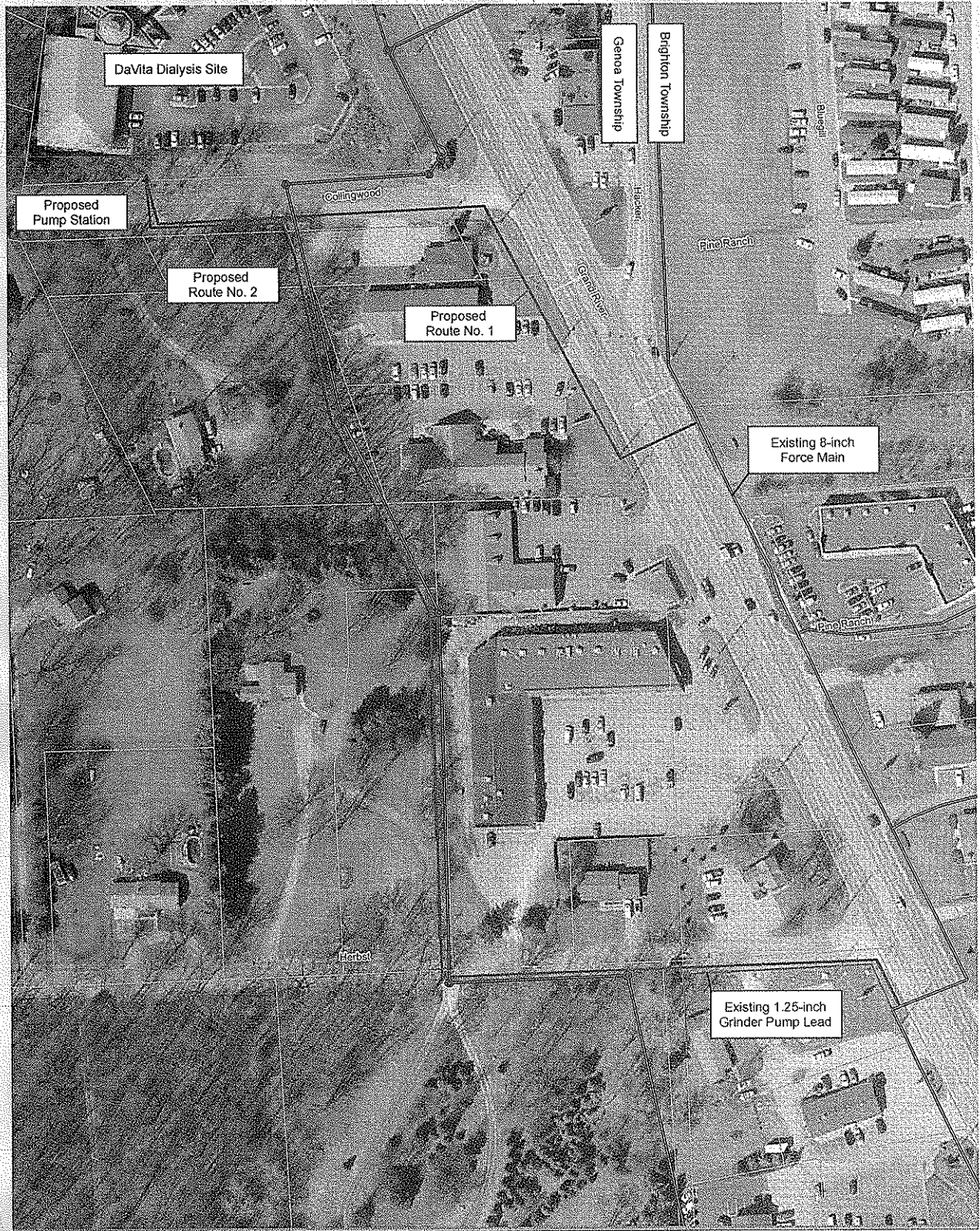
### Findings

1. Based on an evaluation of the low pressure pump systems, it appears that the EONE grinder pump system is suitable for this application.
2. The hydraulic analysis for both routes indicates that a 1.25-inch HDPE DR 11 force main is sufficient to convey the flows from the DaVita Dialysis Site.
3. The preliminary cost estimates indicate that Route 1 is the lowest cost option.
4. A review of the existing utility locations indicates that a suitable location for Route 1 may be found, though an opportunity for conflict certainly exists. The Route should also have a minimal amount of disruption to the Grand River Avenue roadway.

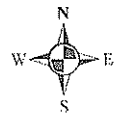
### Recommendations

1. It is recommended that a duplex EONE system be selected as the pump system for this application. This system will provide redundancy and the capability to flush the force main periodically.
2. Route 1 is recommended as this option appears to be the lowest cost alternative. The utility and roadway appear to be manageable for this Route. In addition, the acquisition of easements does not appear to be a significant challenge for this Route.
3. It was mentioned that this route selection may also be influenced by a possible future connection to handle additional flow from the Lake Edgewood system, since any future connection would need to be re-sized for a different flow, and require a new pipe and pump, this was not considered at this time.

# GENOA TOWNSHIP

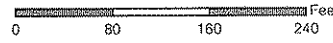


## DaVita Dialysis Force Main Route Alternatives



**OHM**  
*Advancing Communities*  
 34000 PLYMOUTH ROAD  
 LIVERMERE, MI 48150  
 734-298-8714  
 734-522-6622 (fax)

1 inch = 100 feet



PUBLISHED 09.01.2010

GeoData Systems, Michigan South, IAD 83 International Feet

APPENDIX  
HYDRAULIC RESULTS AND COST ESTIMATES



**CHARTER TOWNSHIP OF GENOA**

DaVita Dialysis Connection to Brighton Township System  
 Route 1 - Connect to 8-inch FM south of Grand River and South Hacker  
 0063-10-0011  
 9/1/2010

**Assumptions**

- ☞ Estimate pertains to construction costs only.

**Work Description**

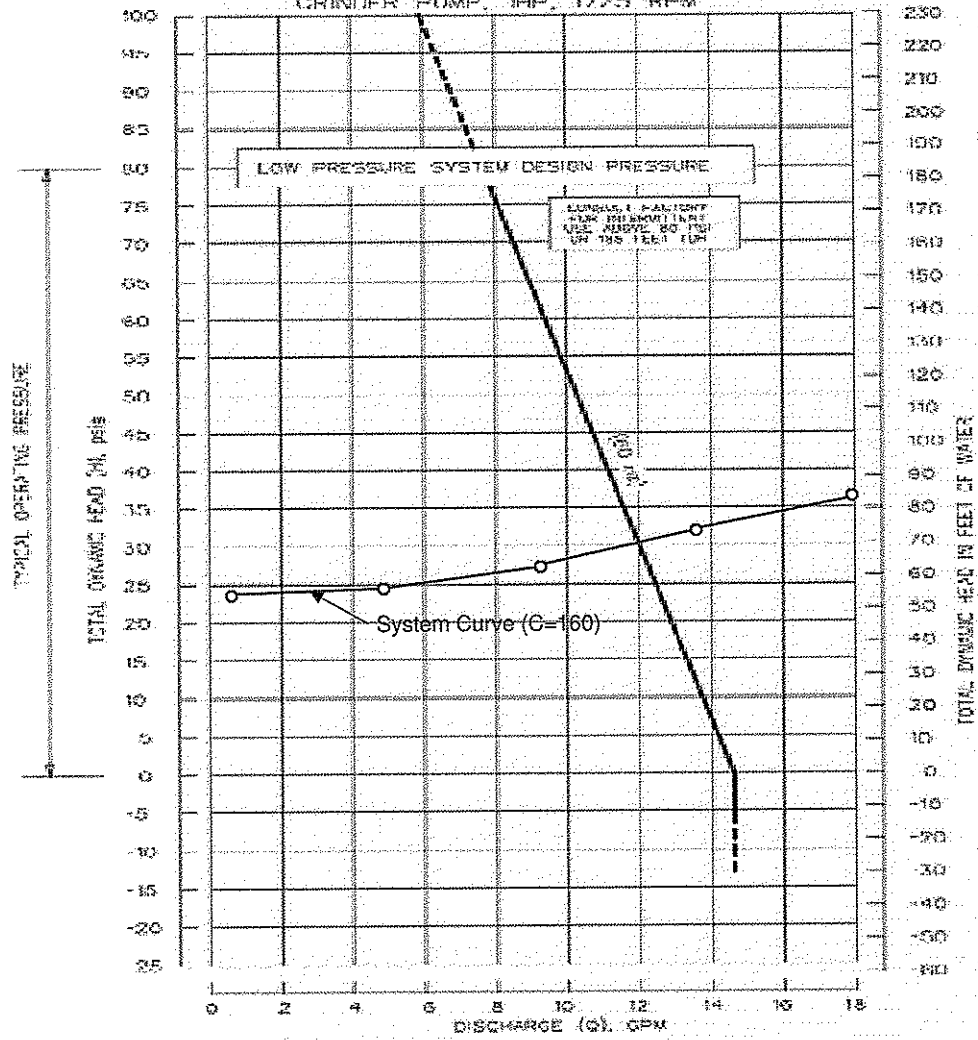
- ☞ Place soil erosion control measures
- ☞ Place Traffic Control Devices
- ☞ Furnish and install grinder pump and forcemain
- ☞ Restore impacted areas

Description	Quantity	Unit	Unit Cost	Total Cost
Mobilization (5% Max.)	1	Lsum	\$2,500.00	\$2,500.00
Traffic Maintainance and Control	1	Lsum	\$5,000.00	\$5,000.00
Soil Erosion and Sedimentation Control	1	Lsum	\$1,000.00	\$1,000.00
Audio Video Survey	1	Lsum	\$750.00	\$750.00
Duplex Grinder Pump Station	1	Ea	\$7,500.00	\$7,500.00
Concrete Station Ballast	1	Lsum	\$1,000.00	\$1,000.00
Duplex Grinder Pump Station - Electrical	1	Ea	\$1,000.00	\$1,000.00
1.25" Ball Valve and Vault	2	Ea	\$1,500.00	\$3,000.00
Flushing Connection	1	Ea	\$1,500.00	\$1,500.00
Live Tap of 8" HDPE force main	1	Ea	\$4,000.00	\$4,000.00
1.25" HDPE DR11 - Directionally Drilled	750	LF	\$13.00	\$9,750.00
1.25" HPDE DR11 - Directional Drill - Roadway Area	100	LF	\$20.00	\$2,000.00
Project Restoration	1	Lsum	\$5,000.00	\$5,000.00
<b>Subtotal</b>				<b>\$44,000.00</b>
Contingency (15%)				\$6,600.00
<b>Total Estimated Cost</b>				<b>\$50,600.00</b>

ROUTE 1

# E/One SPD Pump Performance Curve

GRINDER PUMP, 1HP, 1725 RPM





**CHARTER TOWNSHIP OF GENOA**

DaVita Dialysis Connection to Brighton Township System  
 Route 2 - Connect to 8-inch FM at Herbst and Grand River  
 0063-10-0011  
 9/1/2010

**Assumptions**

☞ Estimate pertains to construction costs only.

**Work Description**

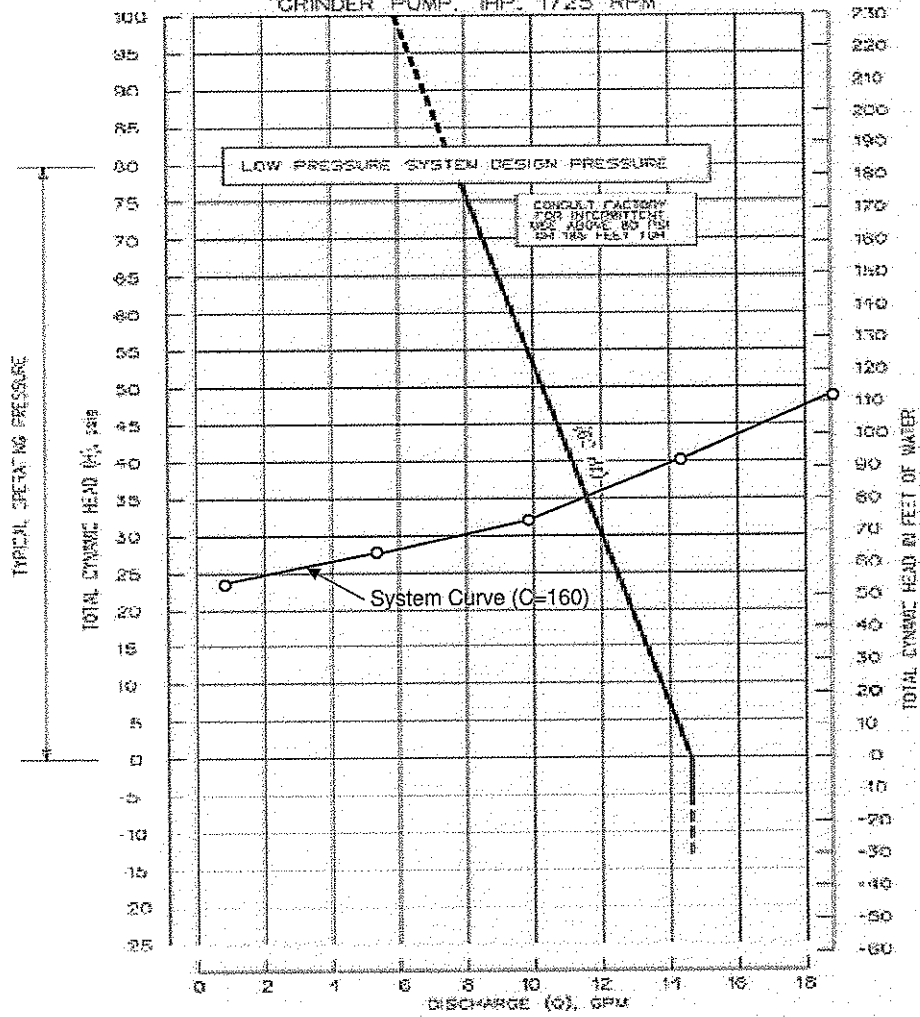
- ☞ Place soil erosion control measures
- ☞ Place Traffic Control Devices
- ☞ Furnish and install grinder pump and forcemain
- ☞ Restore impacted areas

Description	Quantity	Unit	Unit Cost	Total Cost
Mobilization (5% Max.)	1	Lsum	\$2,500.00	\$2,500.00
Traffic Maintainance and Control	1	Lsum	\$2,500.00	\$2,500.00
Soil Erosion and Sedimentation Control	1	Lsum	\$1,000.00	\$1,000.00
Audio Video Survey	1	Lsum	\$1,000.00	\$1,000.00
Duplex Grinder Pump Station	1	Ea	\$7,500.00	\$7,500.00
Concrete Station Ballast	1	Lsum	\$1,000.00	\$1,000.00
Duplex Grinder Pump Station - Electrical	1	Ea	\$1,000.00	\$1,000.00
1.25" Ball Valve and Vault	2	Ea	\$1,500.00	\$3,000.00
Flushing Connection	1	Ea	\$1,500.00	\$1,500.00
Live Tap of 8" HDPE force main	1	Ea	\$4,000.00	\$4,000.00
1.25" HDPE DR11 - Directionally Drilled	1560	LF	\$12.00	\$18,720.00
Project Restoration	1	Lsum	\$5,000.00	\$5,000.00
<b>Subtotal</b>				<b>\$48,720.00</b>
Contingency (15%)				\$7,300.00
<b>Total Estimated Cost</b>				<b>\$56,020.00</b>

ROUTE 2

# E/One SPD Pump Performance Curve

GRINDER PUMP, 1HP, 1725 RPM



## AGREEMENT

Effective the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between The Charter Township of Brighton (“Brighton Township”), a Michigan municipal corporation, with offices at 4363 Buno Road, Brighton, Michigan 48114, and Genoa Charter Township (“Genoa”), a Michigan municipal corporation, with offices at 2911 Dorr Road, Brighton, Michigan 48116.

### RECITALS

- A. Brighton Township owns and operates a public municipal waste water disposal system “system” serving customers within Brighton Township, Livingston County, on a retail basis.
- B. There is a customer within Genoa who is in need of being serviced by a system and this customer is in close proximity to the Brighton Township system.
- C. Genoa and Brighton Township have reached an agreement for the extension of its system to one property located in Genoa, in order to safeguard the health, welfare, and safety of those properties.
- D. Genoa desires to purchase, and Brighton Township desires to sell waste water disposal service (“services”) from Brighton Township for the property located at 7960 W. Grand River, Suite 200, Brighton, MI 48114.
- E. Brighton Township is authorized by law to provide services to customers outside its corporate limits.
- F. Genoa is authorized by Public Act 35 of 1951, as amended, and Public Act 107 of 1941, as amended, to enter into agreements to receive services from another municipality.



NOW, THEREFORE, in consideration of the promises and covenants of each other, the parties agree as follows:

1. Brighton Township shall provide, and Genoa shall purchase, services from Brighton Township according to the terms of this Agreement. The system shall provide services only to the property in Genoa located at 7960 W. Grand River, Suite 200, Brighton, MI 48114.

2. Brighton Township and Genoa agree that Kidney Center of Michigan, L.L.C., a subsidiary of DaVita, Inc., and d/b/a Brighton Dialysis (“Kidney Centers of Michigan, L.L.C.”) shall be permitted to connect and purchase services from Brighton Township under the terms of this Agreement. Kidney Centers of Michigan, L.L.C. is located at 7960 W. Grand River, Suite 200, Brighton, MI 48114.

3. Genoa shall submit to Brighton Township, for its review, the design plans for the construction of that portion of the system to be located within Genoa. Genoa accepts full responsibility for the design of the system located within Genoa. Genoa shall build the system pursuant to the engineering specifications and ordinances of Brighton Township. Genoa shall pay for the cost of designing and constructing the system necessary to connect Kidney Centers of Michigan, L.L.C. to the Brighton Township system. At Genoa’s sole cost and expense, Brighton Township’s engineer shall inspect the physical connection between the systems to insure compliance with Brighton Township’s engineering standards. At the termination of the Agreement, Genoa agrees it will disconnect its access from that portion of the system located in Genoa to the Brighton Township system. A shut off valve or other appropriate method of disconnecting the systems shall be incorporated into the design of the system.

4. Genoa agrees to pay to Brighton Township, at the time of the execution of this Agreement, a sewage connection charge for each residential equivalent unit (“REU”) for the

property connected to Brighton Township's system. As of the date of execution of this Agreement, Genoa has agreed to purchase five (5) REU's from Brighton Township at the then prevailing charge for all Brighton Township Sewer System users. Additional properties may be connected to the system as agreed upon between Genoa and Brighton Township. All properties that connect to Brighton Township's system shall be in compliance with Brighton Township's Sewer Use Ordinance and any other applicable standards. Genoa shall pay all costs associated with connecting the Genoa properties to Brighton Township's system. The usage rates and connection fees charged to the properties located within Genoa shall not exceed the rates and connection fees charged to property owners located within Brighton Township. Genoa shall be solely responsible for collecting all such fees, including delinquent payments. If the Genoa properties fail to pay any such fees, Genoa shall be responsible for payment. Brighton Township agrees that those Genoa properties connecting directly into Brighton Township's system, who pay the applicable fees as established by Brighton Township, shall have the right to remain in that system for the term of this contract as long as they are in compliance with Brighton Township's Sewer Use Ordinance, and Brighton Township cannot otherwise compel those Genoa properties to disconnect from the system during the term of this Agreement.

During the term of this Agreement, Genoa will be billed quarterly for five (5) REU's for the Kidney Centers of Michigan, L.L.C. property. Any additional properties connecting to the Brighton Township system will be assessed based upon the total REU's utilizing Brighton Township's system. The five (5) current REU's connecting to the system shall have a maximum flow of 1,300 gallons per day. Genoa shall install, maintain, repair and annually calibrate a meter on the Kidney Centers of Michigan, L.L.C. property to monitor the flow.

5. All maintenance and/or repair of Brighton Township's system located within Genoa shall be the sole responsibility of Genoa. All maintenance and/or repair of Brighton Township's system located within Brighton Township shall be the responsibility of Brighton Township.

6. Genoa pledges its full faith and credit for all of the charges set forth in this Agreement. Brighton Township reserves the right to discontinue service to Genoa in the event Genoa is in default of this Agreement and such default is not cured within thirty (30) days after receipt of written notice of any such default. Additionally, Brighton Township shall charge interest and late fees for any overdue payments in the same manner as it charges Brighton Township users. The payments shall be considered overdue if not paid as set forth in this Agreement or by Brighton Township ordinances and/or policies, whichever may be applicable. Default includes, but is not limited to, non-payment or late payment.

7. Genoa is the owner of the infrastructure located within Genoa.

8. Genoa agrees to indemnify and hold harmless Brighton Township from any and all damages or claims, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, and other consultants) suffered by Brighton Township as a result of Genoa's breach of any of the covenants of this Agreement, including, but not limited to, the design, construction, operation, maintenance or repair of the system, notwithstanding any prior approval of the plans and specifications relating to the construction of such system within the boundaries of Genoa. Provided, however, that this indemnification does not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law and shall not abrogate or diminish Brighton Township's defense of governmental or sovereign immunity against any party.

Brighton Township agrees to indemnify and hold harmless Genoa from any and all damages or claims, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, and other consultants) suffered by Genoa as a result of Brighton Township's breach of any of the covenants of this Agreement, including, but not limited to, the operation, maintenance or repair of the system. Provided, however, that this indemnification does not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law and shall not abrogate or diminish Genoa's defense of governmental or sovereign immunity against any party.

9. During the term of this Agreement, Brighton Township and Genoa shall each maintain public liability insurance for its portion of the system with limits of not less than one million and 00/100 (\$1,000,000.00) dollars.

10. The term of this Agreement shall commence on the date set forth in the introductory paragraph and shall expire on December 31, 2034, unless the system permanently discontinues operation during this term, or unless Genoa provides Brighton Township with thirty (30) days written notice of its intent to discontinue service under this Agreement; under such circumstances the Agreement shall expire. Genoa and Brighton Township agree that this Agreement may be extended if mutually agreeable terms are agreed upon by Genoa and Brighton Township at the time of the expiration of this Agreement. Genoa acknowledges that at the expiration of this Agreement, or its early termination, it shall not be entitled to any refund of the connection fees paid to Brighton Township to connect the Genoa properties to Brighton Township's system.

11. In the event the proper operation of the system requires Brighton Township or Genoa to discontinue temporarily all or part of the system servicing Genoa, no claims for

damages for such discontinuance shall be made by Genoa against Brighton Township or Brighton Township against Genoa. Each party shall immediately notify the other by telephone upon learning of any accidental interruptions of service. Whenever service to the points of connection will be intentionally interrupted temporarily by Brighton Township or Genoa to facilitate repair, modification, or connection to the system, each party shall, prior to such interruption, give reasonable notice of the time, duration, and area affected by the interruption of service to the other party.

12. No failure or delay in the performance of this Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any Court or governmental authority, or any other cause, whether of the kind herein enumerated, or otherwise not in control of the party claiming suspension, provided that no cause or contingency shall relieve Genoa of its obligation to make payment.

13. This Agreement and the rights and liabilities hereunder accruing to and imposed upon Brighton Township may be assigned by Brighton Township to any other governmental entity authorized by law to perform services.

14. The provisions of this Agreement relating to the respective rights, duties, and obligations held by Genoa and Brighton Township may not be amended without the written consent of both parties. This Agreement shall become binding on the parties and in full force and effect upon the approval by the respective Board of Trustees and signing thereof by the duly authorized officials of Genoa and Brighton Township.

15. This Agreement shall be binding upon all successor governmental units of Genoa and Brighton Township.

16. Should any provisions of this Agreement be found by a Court to be invalid for any reason, it shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

The parties through their authorized representatives have executed this Agreement on the dates indicated below.

GENOA CHARTER TOWNSHIP

\_\_\_\_\_  
Gary McCririe, Supervisor

Dated: \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
Polly Skolarus, Clerk

Dated: \_\_\_\_\_ 201\_\_

CHARTER TOWNSHIP OF BRIGHTON

\_\_\_\_\_  
Thomas E. Murphy, Supervisor

Dated: \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Ann M. Bollin, Clerk

Dated: \_\_\_\_\_, 201\_\_

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made December \_\_\_, 2010, by Genoa Charter Township ("Owner"), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116 and Fonson, Inc. whose principal office is located at 7644 Whitmore Lake Road, Brighton, MI 48116.

In consideration of the promises below, the parties mutually agree as follows:

### ARTICLE I – SCOPE OF SERVICES

The Contractor will provide the following services:

Construction and installation of a pump system and waste water forcemain to discharge spent dialysate from Kidney Centers of Michigan, L.L.C. site to the existing 8-inch Brighton Township force main along Grand River in accordance with the Orchard, Hilz, & McCliment, Inc. plans and specifications for the DaVita Dialysis Sanitary Sewer Improvements dated 10/15/10 attached hereto as Exhibit 1.

In the event of any conflicts between this Agreement and the attached plans, the term and conditions of this Agreement shall prevail.

### ARTICLE II – COMPENSATION

Compensation for services shall be a lump sum of \$23,200.<sup>00</sup>. Additional services will be compensated only if written authorization is provided for by Owner.

### ARTICLE III – REPORTING OF CONTRACTOR

1. The Contractor must report to Owner or his designee and will cooperate and confer with him as necessary to ensure satisfactory work progress.
2. All reports, estimates, memoranda and documents submitted by Contractor must be dated and bear Contractor's name and shall be provided to Engineer. All correspondence sent or received by Contractor shall be copied and provided to Engineer.
3. All reports made in connection with these services are subject to review and final approval by Engineer.
4. Owner and Engineer may review and inspect Contractor's activities at any time during the term of this Agreement.
5. When applicable, or when requested by owner, Contractor shall submit a final written report to Engineer.

#### **ARTICLE IV – TERM OF AGREEMENT**

This Agreement begins on December \_\_\_\_, 2010 and ends June 1, 2010.

#### **ARTICLE V - USE OF DOCUMENTS**

Owner shall have ownership of all documents, both hard copy and electronic, including but not limited to maps, drawings, specifications, reports and other work products prepared by Contractor pursuant to this Agreement. Upon completion or termination of this Agreement, all documents shall be submitted to Owner by Contractor. Contractor will be permitted to retain copies of all documents.

#### **ARTICLE VI – INDEMNIFICATION AGREEMENT**

Contractor shall indemnify Owner, Livingston Real Properties, Inc., and Kidney Centers of Michigan LLC, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including Contractor's own employees, and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of Contractor.

Owner and Contractor may exercise any of their rights and remedies available at law or in equity in the event they incur claims, damages, lawsuits, costs and expenses, including but not limited to costs from administrative proceedings, court costs and attorney fees arising out of this Agreement.

#### **ARTICLE VII – INSURANCE REQUIREMENTS**

Contractor will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Disability Compensation Insurance including Employer's Liability Coverage as required by law.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Livingston County and Livingston County's elected and appointed officers, employees and agents shall be added as "additional insured" on general liability policy with respect to the services provided under this Agreement.



3. Automobile Liability Insurance including Michigan No-Fault coverage covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to approval of the Owner. Owner's approval shall not serve to reduce Contractor's responsibilities under this Agreement should the insurance coverage prove inadequate for any reason. Contractor shall furnish Owner with satisfactory certificates of insurance or a certified copy of the policy and shall list as additionally insured the following: Genoa Charter Township, Livingston Real Properties, Kidney Centers of Michigan, LLC, and Livingston County Road Commission.

No payments will be made to Contractor until the current certificates of insurance have been received and approved by Owner. If the insurance as evidenced by the certificates furnished by Contractor expires or is canceled during the term of this Agreement, services and related payments will be suspended. Contractor shall furnish Owner with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this Agreement. Certificates shall be addressed to Owner and shall provide for thirty (30) day written notice to the certificate holder of cancellation of coverage.

#### **ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements, the Elliott Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, The Americans with disabilities act of 1990, and Section 504 of the Federal Rehabilitation Act of 1973 and rules adopted thereunder. Breach of this section shall be a material breach of this Agreement.

#### **ARTICLE IX – EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, age, height, weight, marital status, veteran status, religion and political belief.. Breach of this Article X shall be a material breach of this Agreement.

#### **ARTICLE X – ASSIGNS AND SUCCESSORS**

This Agreement is binding on Owner and Contractor, and their successors and assigns. The parties agree not to transfer or assign its respective interest in this Agreement without the written consent of the other.

#### **ARTICLE XI – TERMINATION OF CONTRACT**

Either party may terminate services without cause giving seven (7) days written notice to the other party. Contractor will be compensated on a pro rata basis based on the rate of compensation set forth in this Agreement.

#### **ARTICLE XII – INDEPENDENT CONTRACTOR**

The parties agree that Contractor is an independent contractor. Contractor is neither an employee nor an agent of the Owner. Contractor shall be solely responsible for payment of all local, state and federal income taxes or for all applicable payments with regard to social security or unemployment compensation for the performance of the terms of this Agreement and maintain all insurance required by law.

#### **ARTICLE XIII – PRACTICE AND ETHICS**

Contractor will conform to the code of ethics of their respective national and state professional associations and the generally accepted practices for the Contracting industry. Contractor shall be responsible for the technical accuracy and the adequacy of its services and all documents resulting therefrom; and Owner shall not be responsible for discovering defects, errors or omissions therefrom. Contractor shall correct all errors or omissions without additional compensation.

#### **ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

Changes mutually agreed upon by the Owner and Contractor will take place only upon a written agreement and will be incorporated into this Agreement by written amendments signed by both parties.

#### **ARTICLE XV – CHOICE OF LAW AND FORUM**

This Agreement shall be subject to and governed by the laws of the State of Michigan. The Contractor and the Subcontractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this

Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**ARTICLE XVI – EXTENT OF CONTRACT**

This Agreement and plans and specifications dated 10/15/10 represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

Genoa Charter Township

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Gary McCrie  
Supervisor

Fonson, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Richard M. Fons  
Owner

**Exhibit 1**

**Plans and Specifications Dated  
October 15, 2010**

# DAVITA DIALYSIS SANITARY SEWER IMPROVEMENTS CHARTER TOWNSHIP OF GENOA LIVINGSTON COUNTY, MICHIGAN SECTIONS 13 & 24 OF GENOA TOWNSHIP AND SECTION 19 OF BRIGHTON TOWNSHIP

## BOARD OF TRUSTEES

GARY MCCRIRE  
CHAIRMAN

POLLY SKOLARUS  
CLERK

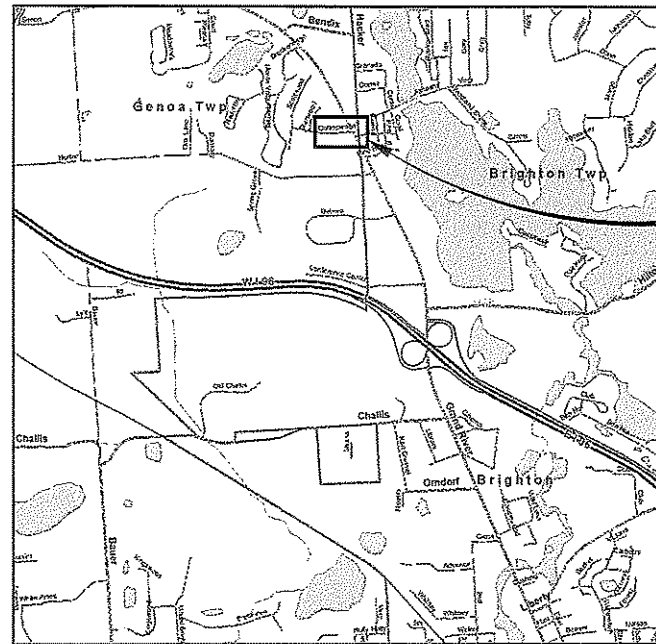
ROBIN HUNT  
TREASURER

JEAN LEDFORD  
JIM MORTENSEN

TODD SMITH  
STEVE WILDMAN

TRUSTEE

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	FORCE MAIN & PUMP STATION PLAN
3	PROFILE
4	PROJECT DETAILS



PROJECT LOCATION

LOCATION MAP  
N.T.S.


**GENERAL PROVISIONS**

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2003 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, AASHTO'S 2001 A PAVEMENT DESIGN OF HIGHWAYS AND STREETS, AND LIVINGSTON COUNTY ROAD COMMISSION.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA, THE LIVINGSTON COUNTY ROAD COMMISSION, AND CHARTER TOWNSHIP OF GENOA WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACT 53 OF THE P.A. OF 1974, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MMS AND PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT, PHONE (800) 482-7171. UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE ROAD COMMISSION.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

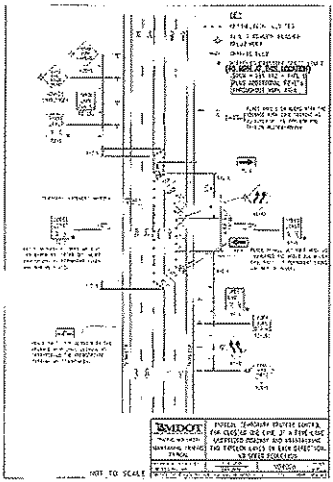
APPLICATION DATE	PERMITS	APPROVAL DATE
10/04/2010	LIVINGSTON COUNTY ROAD COMMISSION	
10/04/2010	SOIL EROSION - LIVINGSTON COUNTY DRAIN COMMISSION	WATER

 <small>Engineering Architects</small> <small>3300 Plymouth Road   Livonia, MI 48150</small> <small>(734) 924-7111   (734) 924-6047</small>	
PREPARED UNDER THE SUPERVISION OF:	
<u>5201051854</u> Registration No.	
TIMOTHY KUHN	Date
REVISIONS	
PROJECT NO.	SHEET NO.
0063-10-0011	1 OF 4

JOB NUMBER: # 222  
 CLIENT: STATE OF OHIO  
 UP STATE & DE. COUNTY OF  
 OHIO ROAD & CO. CIVIL  
 CITY: COLUMBUS

JOB DESCRIPTION: # 222  
 42" FORCE MAIN & 18" FORCE MAIN  
 ON W. SIDE OF COLLINGWOOD ST. & N. OF  
 42" FORCE MAIN & 18" FORCE MAIN  
 ON W. SIDE OF COLLINGWOOD ST.  
 CITY: COLUMBUS

DRAWING NUMBER: # 108  
 DATE: 03/20/11  
 E: 11/27/11 L: 4.2 D: 0.0 W: 2.1



**NOT TO SCALE**

**INDEX**

1. SEE SHEET 108-1 FOR GENERAL NOTES AND SPECIFICATIONS.

2. SEE SHEET 108-2 FOR ELECTRICAL AND MECHANICAL DETAILS.

3. SEE SHEET 108-3 FOR PUMP STATION DETAILS.

4. SEE SHEET 108-4 FOR FORCE MAIN DETAILS.

5. SEE SHEET 108-5 FOR CONNECTION DETAILS.

6. SEE SHEET 108-6 FOR CURB STOP AND CHECK VALVE ASSEMBLY DETAILS.

7. SEE SHEET 108-7 FOR REMOVAL AND REPLACEMENT OF ROAD CURB DETAILS.

8. SEE SHEET 108-8 FOR SEWER UNDER ROADWAY DETAILS.

9. SEE SHEET 108-9 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

10. SEE SHEET 108-10 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

11. SEE SHEET 108-11 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

12. SEE SHEET 108-12 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

13. SEE SHEET 108-13 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

14. SEE SHEET 108-14 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

15. SEE SHEET 108-15 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

16. SEE SHEET 108-16 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

17. SEE SHEET 108-17 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

18. SEE SHEET 108-18 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

19. SEE SHEET 108-19 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

20. SEE SHEET 108-20 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

21. SEE SHEET 108-21 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

22. SEE SHEET 108-22 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

23. SEE SHEET 108-23 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

24. SEE SHEET 108-24 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

25. SEE SHEET 108-25 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

26. SEE SHEET 108-26 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

27. SEE SHEET 108-27 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

28. SEE SHEET 108-28 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

29. SEE SHEET 108-29 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

30. SEE SHEET 108-30 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

31. SEE SHEET 108-31 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

32. SEE SHEET 108-32 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

33. SEE SHEET 108-33 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

34. SEE SHEET 108-34 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

35. SEE SHEET 108-35 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

36. SEE SHEET 108-36 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

37. SEE SHEET 108-37 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

38. SEE SHEET 108-38 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

39. SEE SHEET 108-39 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

40. SEE SHEET 108-40 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

41. SEE SHEET 108-41 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

42. SEE SHEET 108-42 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

43. SEE SHEET 108-43 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

44. SEE SHEET 108-44 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

45. SEE SHEET 108-45 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

46. SEE SHEET 108-46 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

47. SEE SHEET 108-47 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

48. SEE SHEET 108-48 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

49. SEE SHEET 108-49 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

50. SEE SHEET 108-50 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

51. SEE SHEET 108-51 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

52. SEE SHEET 108-52 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

53. SEE SHEET 108-53 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

54. SEE SHEET 108-54 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

55. SEE SHEET 108-55 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

56. SEE SHEET 108-56 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

57. SEE SHEET 108-57 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

58. SEE SHEET 108-58 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

59. SEE SHEET 108-59 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

60. SEE SHEET 108-60 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

61. SEE SHEET 108-61 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

62. SEE SHEET 108-62 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

63. SEE SHEET 108-63 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

64. SEE SHEET 108-64 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

65. SEE SHEET 108-65 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

66. SEE SHEET 108-66 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

67. SEE SHEET 108-67 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

68. SEE SHEET 108-68 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

69. SEE SHEET 108-69 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

70. SEE SHEET 108-70 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

71. SEE SHEET 108-71 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

72. SEE SHEET 108-72 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

73. SEE SHEET 108-73 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

74. SEE SHEET 108-74 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

75. SEE SHEET 108-75 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

76. SEE SHEET 108-76 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

77. SEE SHEET 108-77 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

78. SEE SHEET 108-78 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

79. SEE SHEET 108-79 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

80. SEE SHEET 108-80 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

81. SEE SHEET 108-81 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

82. SEE SHEET 108-82 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

83. SEE SHEET 108-83 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

84. SEE SHEET 108-84 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

85. SEE SHEET 108-85 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

86. SEE SHEET 108-86 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

87. SEE SHEET 108-87 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

88. SEE SHEET 108-88 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

89. SEE SHEET 108-89 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

90. SEE SHEET 108-90 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

91. SEE SHEET 108-91 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

92. SEE SHEET 108-92 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

93. SEE SHEET 108-93 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

94. SEE SHEET 108-94 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

95. SEE SHEET 108-95 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

96. SEE SHEET 108-96 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

97. SEE SHEET 108-97 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

98. SEE SHEET 108-98 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

99. SEE SHEET 108-99 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

100. SEE SHEET 108-100 FOR CONNECTION TO BRIGHTON TOWNSHIP FORCE MAIN DETAILS.

**LOCATION AND SCOPE OF PROJECT**

THE PROJECT SITE IS LOCATED IN SECTION 13, AND SECTION 24 IN THE CHARTER TOWNSHIP OF GENOA AND SECTION 17 OF BRIGHTON CHARTER TOWNSHIP IN LIVINGSTON COUNTY, MICHIGAN. THE PROJECT IS LOCATED AT THE INTERSECTION OF GRAND RIVER AVENUE & HACKER BOULEVARD.

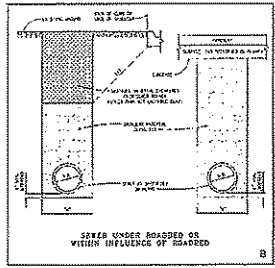
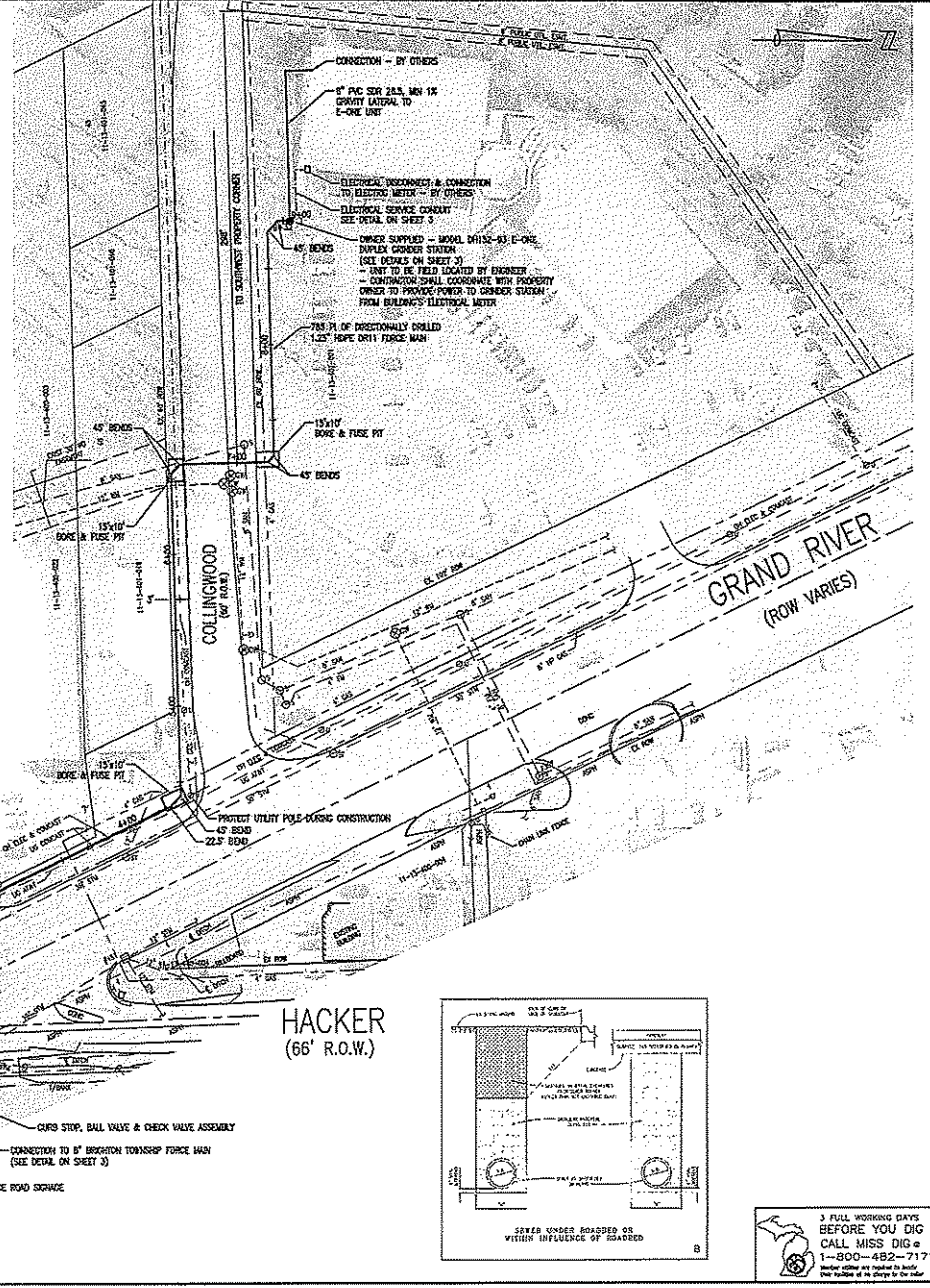
THE WORK TO BE DONE UNDER THIS CONTRACT INCLUDES THE PURCHASING OF ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO CONSTRUCT THE PROPOSED SANITARY SEWER IMPROVEMENTS AS WELL AS ALL NECESSARY UTILITIES, CLEANING AND RESTORATION IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

**GENERAL NOTES**

- IT IS THE INTENTION OF THESE PLANS TO CONSTRUCT ALL WORK IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE LIVINGSTON COUNTY ROAD COMMISSION, THE CHARTER TOWNSHIP OF GENOA, THE CONTRACT DOCUMENTS, AND THE PLANS REFERENCED HEREON. WHERE THERE IS A CONFLICT BETWEEN ANY OF THE ABOVE-MENTIONED SPECIFICATIONS AND THE PERMITS REQUIREMENTS OF THE AGENCY CONTROLLING THE RESPECTIVE UTILITY OR RIGHTS-OF-WAY, THE MORE RESTRICTIVE SHALL GOVERN.
- THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION MEETING AT A TIME AND PLACE ASSIGNED BY THE ENGINEER IN WRITING. THE ATTENDED UTILITY COMPANIES' AND GOVERNMENT AGENCY REPRESENTATIVES WILL BE PRESENT.
- AFTER A PRE-CONSTRUCTION MEETING IS HELD, THE CONTRACTOR SHALL NOTIFY GORHAM, HULTZ & JOHNSON, INC. (734) 522-5711, A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION FOR INSPECTION. NO WORK CAN COMMENCE UNTIL ALL PERMITS HAVE BEEN OBTAINED AND THE CONTRACTOR HAS BEEN GIVEN AUTHORIZATION TO PROCEED.
- CONTRACTOR SHALL NOTIFY MISS DIG FOR EXISTING UTILITY STAKE OUT 72 HOURS IN ADVANCE OF CONSTRUCTION. THE PROJECT WILL BE SIGNED FOR EXCESSIVE STAKEOUTS.
- LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING AND VERIFYING THE LOCATION, DEPTH, AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITIES CONCERNING THE CONSTRUCTION AND PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF LOCATIONS AND DEPTHS DIFFER SIGNIFICANTLY FROM THE PLANS.
- ALL ELEVATIONS REFER TO CURRENT NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
- ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION OF THE PROPERTY OR FACILITY BY THE CONTRACTOR AT THEIR OWN EXPENSE. CLASS A SOG SHALL BE USED FOR THIS REPLACEMENT.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY BARRICADES AND TRAFFIC CONTROL DEVICES REQUIRED BY LIVINGSTON COUNTY ROAD COMMISSION OR OTHER AGENCIES THROUGHOUT CONSTRUCTION.
- B-CURVE COPPER TRACER WIRE SHALL BE INSTALLED ON ALL FORCE MAIN.
- CONTRACTOR SHALL COORDINATE CROSSINGS OF FORCE MAIN AND 8-INCH HIGH PRESSURE GAS MAIN WITH CONSUMERS ENERGY.
- THE CONTRACTOR SHALL MAINTAIN OPEN TRAFFIC ON COLLINGWOOD THROUGHOUT THE DURATION OF THE PROJECT AS THIS IS A DEAD-END ROADWAY.
- ADDITIONALLY INSURED SHALL INCLUDE GENOA TOWNSHIP, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY ROAD COMMISSION, LIVINGSTON REAL PROPERTIES AND GRANTOR TAXPAYS.

**LIVINGSTON COUNTY ROAD COMMISSION NOTES**

- TEMPORARY LANE CLOSURE ON GRAND RIVER AVENUE REQUIRES APPROVAL FROM LIVINGSTON COUNTY ROAD COMMISSION AND SHALL FOLLOW MOST RECENT WORKBOOK - SEE DETAIL THIS SHEET.
- INSTALLATION OF ROAD STONES WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION WILL NEED TO BE COORDINATED WITH THE LIVINGSTON COUNTY ROAD COMMISSION-RESTORATION AS DIRECTED.



3 FULL WORKING DAYS BEFORE YOU DIG  
 CALL MISS DIG @ 1-800-482-7171  
 Working utilities are marked to help you determine if there is any change to the plan.

**OHM**

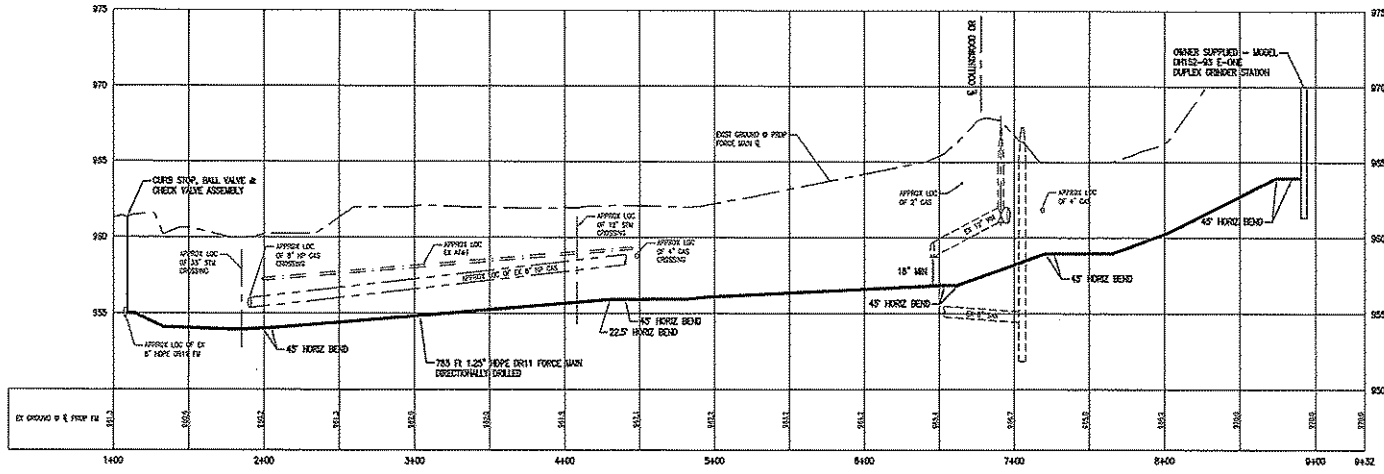
WWW.OHM-ADVISORS.COM

34003 Plymouth Road | Livonia, MI 48150 | P (734) 922-6711 | F (734) 922-6427


DAVIDA DIALYSIS  
 SANITARY SEWER IMPROVEMENTS  
 FORCE MAIN & PUMP STATION PLAN

DATE: 03/20/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: [Number]  
 SHEET NO.: 2 OF 2

DRAWING PATH: P:\000\00000001\_Plan\_Drawing\Plan\_Combination.dwg 03/17/2010 12:54pm



**NOTE:**  
 THE DEPTHS AND LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PROFILE ARE APPROXIMATIONS AND ARE BASED ON THE BEST AVAILABLE INFORMATION.  
 THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS & DEPTHS PRIOR TO CONSTRUCTION.

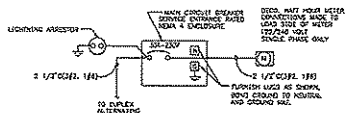


**OHM**

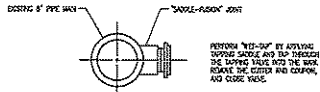
DATE REVISION	NO. 1	DATE 08/31/09	SCALE 1" = 10'	PROJECT NO. 0953-10-011	SHEET NO. 01 OF 01
PROJECT TITLE			DRAWING NO.		
OWNER			DESIGNER		
CONTRACTOR			CHECKED BY		
APPROVED BY			DATE		
CHARTER TOWNSHIP OF GENOA 34000 Plymouth Road   Livonia, MI 48150   P (734) 922-8711   F (734) 922-6427 WWW.OHMAADVISORS.COM					

**DAVITA DIALYSIS  
 SANITARY SEWER IMPROVEMENTS  
 PROFILE**

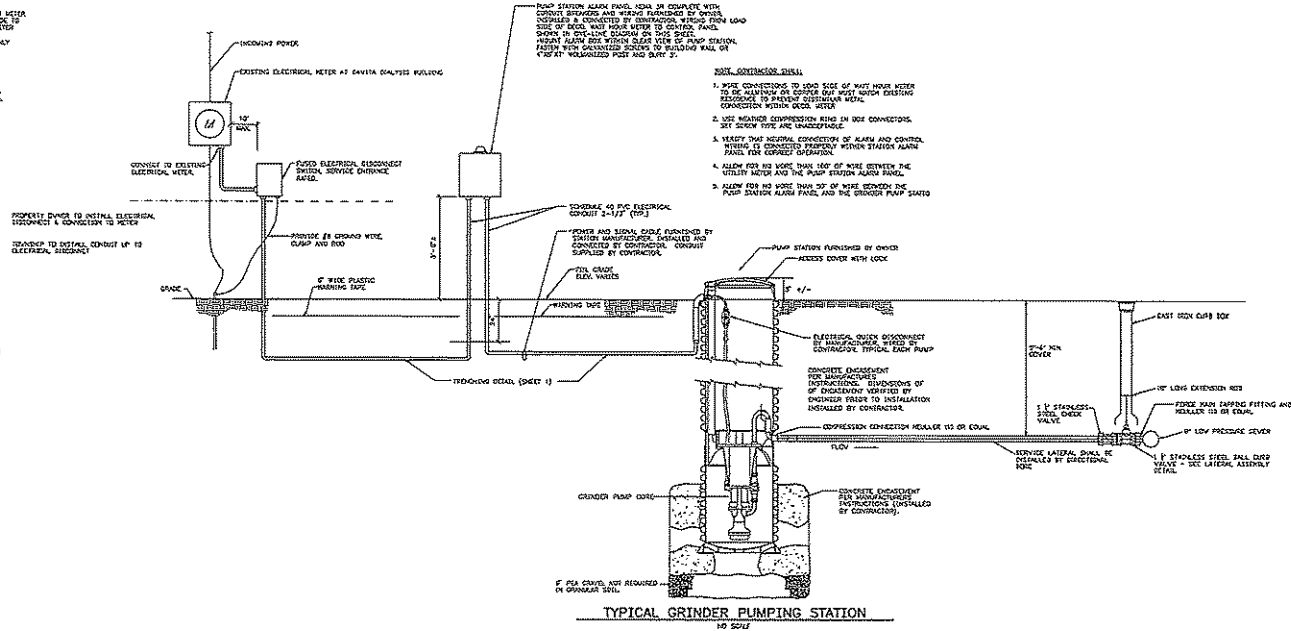
SHEET  
**01**  
 OF 1



**DUPLEX GRINDER PUMPING STATION  
PARTIAL POWER ONE-LINE**

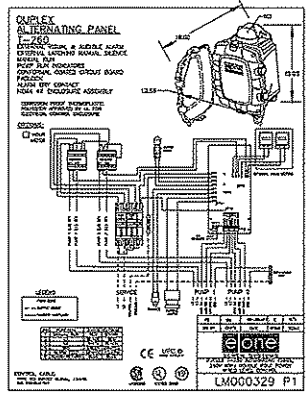
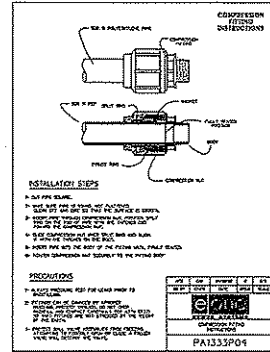
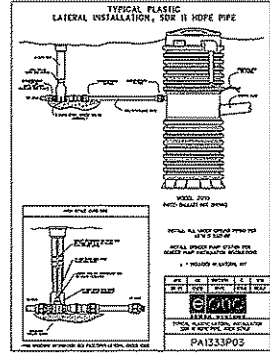
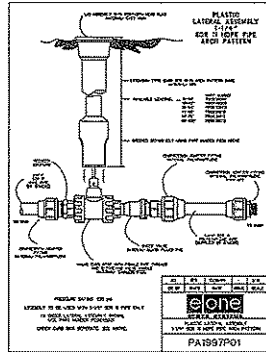
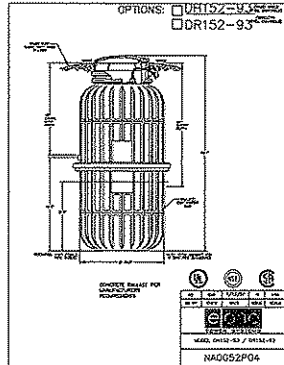
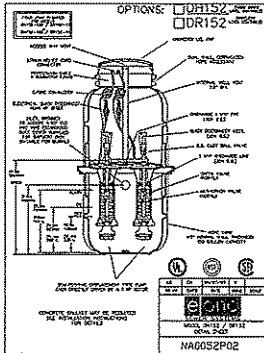


**TAPPING SADDLE DETAIL**  
KLS



**TYPICAL GRINDER PUMPING STATION**  
NO SOIL

**NOTE:**  
PRESSURE BETWEEN GROUND MATERIALS IS DUE TO WATER PRESSURE FOR CONNECTION. MATERIAL SHALL BE STAINLESS STEEL.



PROJECT NO.	0083-10-0011
DATE	11/15/11
SCALE	AS SHOWN
DRAWN BY	J. HARRIS
CHECKED BY	J. HARRIS
APPROVED BY	J. HARRIS
PROJECT NAME	CHARTER TOWNSHIP OF GENOA
PROJECT LOCATION	34000 Plymouth Road   Livonia, MI 48150   P: (313) 522-0711   F: (313) 522-5477
CLIENT	WWW.OHM-ADVISORS.COM

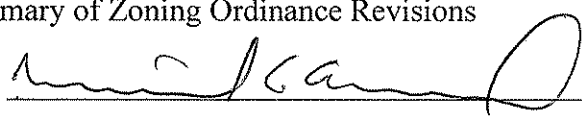
DAVIDA DIALYSIS  
SANITARY SEWER IMPROVEMENTS  
PROJECT DETAILS



## MEMORANDUM

**To:** Genoa Township Board of Trustees  
**Date:** November 11, 2010  
**From:** Kelly VanMarter, Planning Director  
**Subject:** Summary of Zoning Ordinance Revisions

**Manager Review:** \_\_\_\_\_



The following list summarizes the major changes contained in the draft zoning ordinance amendments. There are other minor changes made to the ordinance, all of which are highlighted in the proposed ordinance text.

Page	Section	Change	Rationale
11-2	11.01.04	Remove reference to access drive setback.	Clean up to match previous amendment.
11-3	11.01.06	Remove reference to plantings in clear vision triangle.	Enforcement issue. Twp. historically does not regulate plantings.
11-4	11.02.02 (f)	Add statement to prohibit illegal uses when determining similar uses.	To address concerns with medical marihuana establishments.
11-17	11.04.02 (a)	Strengthen description of covered or enclosed decks and add pergola.	Clarification of when decks become an addition and add provision to allow a pergola similar to a gazebo on a deck.
11-18	11.04.02 (d)	Add pergola to allowed structure on a deck.	The ordinance allowed a gazebo but not a pergola attached to a deck. This change will also allow a pergola.
11-19	11.04.04 (c) (3)	Clean up reference in regard to 6' high fences in AG or CE.	Clarification.
14-7	14.06.04	Match numbers in table with diagrams on page 14-6.	Clean-up.
16-2	16.02.08	Add definition of "menu board".	This is added because it is referenced in the proposed electronic changeable message sign amendments.
16-2	16.02.11	Add definition of "nit".	This is added because it is referenced in the proposed

Page	Section	Change	Rationale
			electronic changeable message sign amendments.
16-4	16.03.05	Clean up definition of Gas Station pump island signs.	Modernize the definition.
16-4	16.03.11	Add government signs to provisions for non-profit signs.	This would allow a government to install a park sign or something similar.
16-5	16.04.01	Clean-up explanation of Commercial Vehicles used as signs.	Clarification.
16-5 & 16-6	16.04	Add regulations for signs placed within the public road right-of-way.	Disallow signs in the right-of-way allow Township to remove signs in the right-of-way.
16-8 thru 16-10	16.07	Add provisions for Changeable Message LED signs	Based on Planning Commission support. See attached memo from LSL dated 7/22/10.
25-6,7,15, 18,19, 24, & 29		Correct mislabeled figure numbers.	Clean-up
25-14		Add definition for "gazebo"	Not previously defined.
25-22		Add definition for "pergola"	Not previously defined.
25-23		Clarify that a "roof" is impervious.	Clarification.

Please contact me at (810) 227-5225 with any questions or concerns.

Sincerely,



Kelly VanMarter  
Planning Director

**ORDINANCE NO. Z-10-02**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CHARTER TOWNSHIP OF GENOA BY AMENDING  
ARTICLES 11, 14, 16, AND 25 OF THE ZONING ORDINANCE**

---

**THE TOWNSHIP OF GENOA ORDAINS:**

**SECTION 1: SHORT TITLE:** This Ordinance shall be known as the “**Fall 2010 Amendments to Zoning Ordinance Articles 11, 14, 16, and 25.**”

**SECTION 2: SUMMARY OF ORDINANCE:** Pursuant to the Michigan Zoning Enabling Act (P.A. 110 of 2006), notice is hereby given that an ordinance to amend the Zoning Ordinance regulating the development and use of land in Genoa Charter Township has been adopted by the Township Board on \_\_\_\_\_. The Board conducted the second reading, held the public hearing and approved Ordinance #Z-10-02 to adopt the ordinance and amend the code of ordinances of the Charter Township of Genoa by amending Articles 11, 14, 16, and 25 of the Genoa Charter Township Zoning Ordinance. The following provides a summary of the regulatory effect of the ordinance.

*Article 11 of the Zoning Ordinance, entitled General Provisions, is hereby amended as follows: Section 11.01.04 is amended to remove the reference to access drive setback; Section 11.01.06 is amended to remove regulations pertaining to plantings in the clear vision triangle; Section 11.02.02, subsection (f) is amended to prohibit illegal uses when determining similar use; Section 11.04.02, subsection (a) is amended to define a covered or enclosed deck and to add regulations to address a pergola; Section 11.04.02, subsection (d) is amended to add a pergola as a permitted structure on a deck; and 11.04.04, subsection (c)(3), is amended to clean up the reference to six foot (6') tall fences in the AG and CE zoning district.*

*Article 14 of the Zoning Ordinance, entitled Parking and Loading-Unloading Standards, is hereby amended in Section 14.06.04 to correct the table to match the diagrams on page 14-6.*

*Article 16 of the Zoning Ordinance, entitled Sign Standards, is hereby amended as follows: Section 16.02.08 is amended to add a definition of “menu board”; Section 16.02.11 is amended to add a definition of “nit”; Section 16.03.05 is amended to update the definition of “Gas Station Pump Island Signs”; Section 16.03.11 is amended to add government signs to the provisions for non-profit signage; Section 16.04.01 is amended to further clarify the explanation of commercial vehicles used as signage; Section 16.04 is amended to add regulations for signs placed within the public road right-of-way; and Section 16.07 is amended to add regulations for changeable message LED signs.*

*Article 25 of the Zoning Ordinance, entitled Definitions, is hereby amended to correct mislabeled figure numbers; add definitions for “Gazebo” and “Pergola”; and to revise definition of “Roof”.*

**REPEALOR:** All ordinances or parts of Ordinances in conflict herewith are repealed.

**SEVERALBILITY:** Should any section, subsection, paragraph, sentence, clause, or word of this Ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the Ordinance.

**SAVINGS:** This amendatory ordinance shall not affect violations of the Zoning Ordinance or any other ordinance existing prior to the effective date of this Ordinance and such violation shall be governed and shall continue to be separate punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

**EFFECTIVE DATE:** These ordinance amendments were adopted by the Genoa Charter Township Board of Trustees at the regular meeting held on \_\_\_\_\_ and ordered to be given publication in the manner required by law. This ordinance shall be effective seven days after publication.

On the question: "SHALL THIS ORDINANCE NOW PASS?" the following vote was recorded:

**Yeas:**

**Nays:**

**Absent:**

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_ day of December, 2010.

\_\_\_\_\_  
Paulette Skolarus  
Township Clerk

\_\_\_\_\_  
Gary T. McCririe  
Township Supervisor

Township Board First Reading: November 1, 2010  
Date of Publication of Proposed Ordinance: November 19, 2010  
Township Board Second Reading and Adoption:  
Date of Publication of Ordinance Adoption:  
Effective Date:

**ARTICLE 11  
GENERAL PROVISIONS**

**Sec. 11.01 GENERAL DIMENSIONAL STANDARDS**

- 11.01.01 **Calculation of (Buildable) Lot Area:** In the calculation of areas required to maintain specific densities, open space requirements and similar needs, no lot or parcel or portion of same shall be used more than once in such calculation, nor shall adjacent outlots or other open space be used in lieu of space contained within the stated boundaries of the subject lot or parcel. In calculating density for residential developments, twenty-five percent (25%) of wetlands area shall be included in computing gross density. Submerged lands shall not be counted towards minimum lot area or density calculations.
- 11.01.02 **Required Area or Space to be Maintained:** No lot or lots in common ownership and no yard, court, parking area, or other space shall be divided, altered or reduced to make such area or dimension less than the minimum required under this Ordinance. If already less than the minimum required, said area or dimension shall not be further divided or reduced.
- 11.01.03 **Access to Dedicated Streets:** Any lot created after the effective date of this Ordinance shall have frontage upon a public street right-of-way or legally recorded access easement meeting the private road or shared driveway requirements of Article 15. Additional access requirements for specific types of uses:
- (a) Single family dedicated lots or condominiums within a planned unit development may have secondary access to a dedicated street through a private road built to Township standards.
  - (b) Multiple family developments, mobile home parks and other types of medium-high density residential development shall have as a minimum, secondary access to a thoroughfare as noted in the Township Master Plan from a private road constructed to Township standards.
  - (d) The Planning Commission may allow secondary access to a dedicated street through a private frontage road, service drive or private road within an approved access easement.

11.01.04 **Projections into Yards:** Certain architectural features may project into the required yards as follows:

**PERMITTED PROJECTIONS INTO REQUIRED YARDS**

Projection	Front Yard	Rear/ Waterfront Yard	Interior Side Yard	Corner Side Yard
Air conditioning equipment shelters	--	5 ft.	3 ft.	3 ft.
<del>Access drives</del>	<del>Permitted up to 4 feet from side lot line</del>			
Arbors and trellises	Permitted up to 4 feet from any lot line			
Awnings and canopies	3 ft.	5 ft.	3 ft.	3 ft.
Bay windows	3 ft.	5 ft.	3 ft.	3 ft.
Decks, open or enclosed*	See Section 11.04.02			
Eaves, overhanging	3 ft.	5 ft.	3 ft.	3 ft.
Fences and walls*	See Section 11.04.04			
Flagpoles	Permitted up to 4 feet from any lot line			
Gardens and landscaping	Permitted in all yards			
Gutters	3 ft.	5 ft.	3 ft.	3 ft.
Laundry drying equipment	--	5 ft.	3 ft.	--
Light standard, ornamental	Permitted in any yard			
Mechanical equipment such as HVAC	--	5 ft.	3 ft.	--
Paved terraces	Permitted up to 4 feet from any lot line			
Unroofed porches and stoops*	3 ft.	5 ft.	3 ft.	3 ft.
Approved signs*	See Article 16			
Stairways, open unroofed	3 ft.	5 ft.	3 ft.	3 ft.
Steps	3 ft.	5 ft.	3 ft.	3 ft.
Television or radio towers or antennas*	--	5 ft.	3 ft.	3 ft.
Window air conditioning units	3 ft.	5 ft.	3 ft.	3 ft.

\* See additional regulations in this ordinance.

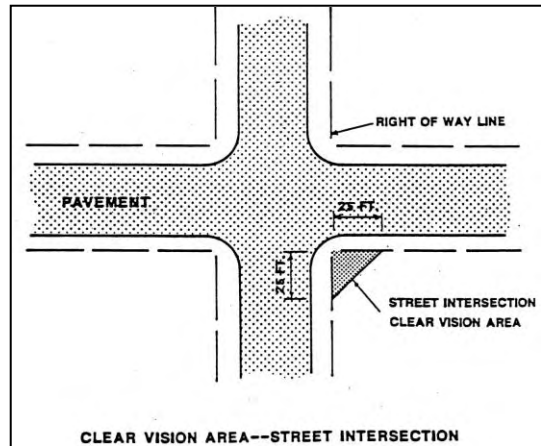
11.01.05 **Supplementary Height Regulations:** The following kinds of structural appurtenances may be permitted to exceed the height limitations for authorized use.

- (a) Schools, churches, hospitals and other institutional buildings may be erected to a height not exceeding sixty (60) feet provided the front, side and rear yards shall not be less than the height of the building wall abutting on such yard.
- (b) Chimneys, church spires, cupolas, domes, towers, penthouses, water tanks, monuments may be erected to a height up to sixty (60); flag poles may be up to forty (40) feet tall. The Township shall be provided with sufficient evidence to assure that adjacent uses and structures are not threatened due to a collapse of the structure for any reason.
- (c) Any mechanical equipment, including water and gas meters, elevator housings, stairways, tanks, heating, ventilation and air conditioning equipment, and other similar equipment, located on the roof of any building shall comply with the following standards:
  - (1) All such equipment shall be screened by a solid wall, fence, landscaping and/or architectural feature that is constructed of the same material and compatible in appearance with the principal building.

- (2) Roof-mounted equipment shall not exceed a height of ten (10) feet above the surrounding roof surface, and shall occupy no more than fifteen percent (15%) of the total roof area. When roof-mounted equipment is located on a building that is adjacent to a residential use or is in view from the adjacent roadway, appropriate architectural screening shall be required.
- (d) Structural extensions appropriate to the building design, such as cornices, shall be limited to five feet above the stated height limit.
- (e) Silos and other farm features shall be limited to fifteen (15) feet above the principal structure height limit.

11.01.06 **Intersection Clear Vision Triangle:** No fence, wall, or structure, ~~or planting~~ shall be erected, established, or maintained on any lot which will obstruct the view of drivers in vehicles approaching the intersection adjacent to a corner lot or a driveway on any lot. Fences, walls, or structures, ~~or plantings~~ located in the triangular area described below shall not be permitted to exceed a height of thirty six (36) inches above the lowest point of the intersecting road(s). The unobstructed triangular area is described as follows:

- (a) The area formed at the corner intersection of two road right of way or easement lines, the two (2) sides of the triangular area being twenty five (25) feet in length measured along abutting public right of way lines, and third side being a line connecting these two sides, or
- (b) The area formed at the corner intersection of a road right of way or easement and a driveway, the two (2) sides of the triangular area being ten (10) feet in length measured along the right of way line and edge of the driveway, and the third side being a line connecting these two sides.



**Sec. 11.02 USES**

11.02.01 **Principal Building, Structure or Use:** No lot may contain more than one (1) principal building, structure or use, except groups of multiple-family dwellings, under the same ownership, site condominium projects, mobile home parks, farm worker housing, unified retail/business centers, auto dealerships, office complexes or other groups of buildings the Zoning Administrator deems to be a principal use collectively.

11.02.02 **Determination of "Similar Uses":** Since every type of potential use cannot be addressed in the zoning ordinance, each district provides for "similar uses", referencing this section. All applications for a use not specifically addressed in any zoning district shall be submitted to the Planning Commission for review at a public hearing, based on the following standards.

- (a) A finding the proposed use is not listed as a Permitted or Special Land Use in any zoning district.

- (b) If the use is not addressed in the Zoning Ordinance, the Planning Commission shall select the use listed in the zoning ordinance which most closely resembles the proposed use using criteria such as the nature of the use, aesthetics, traffic generated, potential impact on property values, noise, vibration, dust, smoke, odor, glare and other objectionable impacts in terms of health, safety and welfare in the Township.
- (c) Once a similar use is determined, the proposed use shall comply with any conditional use standards that apply to the similar use.
- (d) Where the Planning Commission determines a proposed use is not similar to a use addressed in the Zoning Ordinance, the applicant may petition for an amendment to the Zoning Ordinance, as described in Article 22.
- (e) The determination as to whether a proposed use is similar in nature and class to another Permitted or Special Land Use within a district should be considered as an expansion of the use regulations, not a variance applying to a particular situation. Any use determined by the Planning Commission to be similar shall thereafter be included in the enumeration of the uses.

(f) Any use that would constitute a violation of any other Federal, State or local law or regulation shall be prohibited. (as amended 12/31/06)

11.02.03 **Changes in Tenancy/Ownership:** All structures or uses which are conforming uses, nonconforming uses, or approved special uses, planned unit developments or site plans with conditions attached for approval, shall comply with these regulations, special approvals or conditions regardless of change of tenancy or ownership of the property or use. Regulations in this Ordinance pertaining to the discontinuance of nonconforming uses, as provided for elsewhere in this Article, shall continue to be met.

11.02.04 **Voting Place:** The provisions of this Ordinance shall not be so construed as to interfere with the temporary use of any property as a voting place in connection with Township, school or other public election.

11.02.05 **Temporary Construction Buildings and Structures:** Temporary buildings and structures, including trailers, incidental to construction work on a lot, may be placed on such lot subject to the restrictions of this section.

- (a) Temporary buildings and structures may only be used in conjunction with an approved construction project for the storage of construction materials, tools, supplies and equipment, for construction management and supervision offices, sales and for temporary on-site sanitation, solid waste or fuel facilities, related to construction activity on the same lot. No temporary building or structure shall be used as a dwelling unit.
- (b) A land use permit for such building or structure shall be issued by the Zoning Administrator prior to installation.
- (c) Temporary buildings and structures shall be removed from the lot within fifteen (15) days after an occupancy permit is issued by the Building Department for the permanent structure on such lot, or within fifteen (15) days after the expiration of a building permit issued for construction on such lot.



11.02.06 **Open Storage, Parking and Repair of Vehicles:** Except as otherwise provided in this Section, no boat, tractor, trailer, recreation vehicle, commercial vehicle or other equipment and supplies may be parked or stored on a residentially zoned lot unless they are parked or stored in an enclosed structure, or may be permitted as follows:

- (a) Boats, trailers and recreational vehicles of twenty-four (24) feet or less in length may be parked or stored in a rear or side yard. Boats, trailers and recreational vehicles more than twenty-four (24) feet in length shall not be parked or stored within the minimum required rear or side yard setback.
- (b) Recreation trailers or recreation vehicles may be parked in the front yard for loading, unloading and cleaning purposes for a maximum of 48 hours (see also Section 11.03.03).
- (c) On waterfront lots, no tractor, trailer, commercial vehicle, recreation vehicle or similar equipment and supplies may be parked or stored in the waterfront yard within twenty-five (25) feet of the shoreline except boats, boating supplies and docking equipment. Recreational vehicles may be parked in the front yard driveways of waterfront lots from May 1st through September 30th of each year.
- (d) The parking, carrying out of repair, restoration and maintenance procedures or projects on vehicles in any residential zoning district, when such work is not conducted entirely within the interior of the vehicle, shall be subject to the following limitations:
  - (1) All vehicles parked or being worked on outside shall be on an improved driveway surface, licensed and operable.
  - (2) Procedures exceeding forty eight (48) hours in duration or which require the vehicle to be inoperable in excess of forty eight (48) hours shall be conducted within an enclosed building.
  - (3) Inoperable vehicles and vehicle parts shall be stored inside an enclosed building.
- (e) Parking of commercial vehicles with a rated capacity over one (1) ton shall be prohibited in all residential districts; except this restriction shall not apply to essential public service vehicles, and parking, and storage of larger vehicles for farming or lumbering operations is permitted in agricultural, and residential districts if the Zoning Administrator determines the vehicle is used exclusively for uses or activities permitted in the district.
- (f) It shall be unlawful for the owner, tenant or lessee of any lot to permit the open storage or outdoor parking of semi-tractor (WB-50 or larger) trucks and/or semi-trailers, bulldozers, earth carriers, cranes or any other similar equipment or machinery, unless the storage or display of such vehicles is an approved use or unless the vehicles are temporarily parked while in use for approved construction on such lot (i.e., active land use permit). (as amended 8/24/07)

11.02.07 **Essential Public Services**

- (a) Essential services shall be permitted as authorized under any franchise in effect within the Township, subject to regulation as provided in any law of the State of Michigan or in any ordinance of the Township, provided it is the intent of this section to ensure conformity of all structures and uses to the requirements of this Zoning Ordinance wherever such conformity shall be practicable and not in conflict with the specific requirements of such franchise, state legislation or Township Ordinance. In the absence of such conflict, the Zoning Ordinance shall prevail. Appeal from the application of this Ordinance in regard to any essential service may be made to the Zoning Board of Appeals. Wireless communication facilities shall be subject to the requirements of Section 11.02.08.
- (b) Necessary utility services shall be provided for all uses. Prior to obtaining a plumbing permit for sewer or water, a land use permit shall be obtained from the Township. On-site septic systems shall be designed in accordance with the standards of the Livingston County Health Department.

**11.02.08 Wireless Communication Facilities**

- (a) Purpose and Intent. The regulations of this Section are intended to conform with federal laws and administrative rules governing facilities needed to operate wireless communication systems and to set forth procedures and standards for review and approval for the location of such facilities within Genoa Township. It is the Township's intent to reasonably regulate the location and design of such facilities to retain the integrity of neighborhoods and the character, property values and aesthetic quality of the township. Given the increase in the number of wireless communication facilities requested as a result of the new technology and the Federal Telecommunications Act of 1996, it is the policy of the township that all users should co-locate on Attached Wireless Communication Facilities and Wireless Communication Support Structures. Collocation is proposed in order to assure the most economic use of land and to prevent the proliferation of duplicative services. In recognition of the Township's concern that technological advances may render certain Wireless Communication Facilities obsolete or unnecessary in the future, requirements are set forth for the removal of unused or unnecessary facilities in a timely manner and provide security for removal.
- (b) Definitions. The following definitions shall apply in the interpretation of this Section:
  - (1) Wireless Communication Facilities. All structures and accessory facilities relating to the use of the radio frequency spectrum for the purpose of transmitting or receiving radio signals. This may include, but shall not be limited to, radio towers, television towers, telephone devices, personal communication transmission equipment and exchanges, microwave relay towers, telephone transmission equipment building and commercial mobile radio service facilities. This definition does not include "reception antenna" for an individual lot as otherwise defined and regulated in this zoning ordinance.
  - (2) Attached Wireless Communication Facilities. Wireless communication facilities affixed to existing structures, including but not limited to existing buildings, towers, water tanks, or utility poles.

- (3) **Wireless Communication Support Structures.** Structures erected or modified to support wireless communication antennas. Support structures within this definition include, but shall not be limited to, monopoles, lattice towers, light poles, wood poles and guyed towers, or other structures which appear to be something other than a mere support structure.
  - (4) **Collocation.** Location by two (2) or more wireless communication providers of wireless communication facilities on a common structure, tower, or building, to reduce the overall number of structures required to support wireless communication antennas within the township.
- (c) **Zoning Districts and Approval Process for Wireless Communication Facilities.** Wireless Communication Facilities may be located within the Township in accordance with the Table set forth below.

Type/Location of Wireless Communication Facility	Districts Permitted	Approval Procedure
<b>1. Attached to existing structures:</b>		
- Attached to an existing conforming structure that will not be materially altered or changed in appearance	All non-single family residential districts	Administrative Land Use Permit approval by the Zoning Administrator
- Attached to an existing utility pole that will not be modified or materially alter the pole or impair sight lines or compromise safety	All districts	Administrative Land Use Permit approval by the Zoning Administrator, provided letter of acceptance is provided by the utility company
- Collocation upon an attached wireless communication facility previously approved for such collocation	All districts	Administrative Land Use Permit approval by the Zoning Administrator
<b>2. Located on a municipally owned site:</b>		
-Monopole up to 150 feet in height <sup>1</sup>	All districts	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
<b>3. Located on a site owned by another governmental entity, religious institution, or public school</b>		
-Monopole up to 100 feet in height <sup>1</sup>	All districts	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
<b>4. New facility not addressed above:</b>		
- Monopole up to 120 feet tall <sup>1</sup>	PRF, OSD, GCD & RCD Districts	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
- Monopole any height	IND District	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.
- Lattice tower where it can be demonstrated that a monopole is not feasible.	IND District	Special Land Use and Site Plan approval by the Township Board in accordance with Article 19.

1. Height may be increased ten (10) feet where determined necessary to provide future collocation. (as amended 12/31/06)

- (d) **Application Requirements.** The following information shall be provided with the application, in addition to other submittal requirements for sketch plan or site plan, as required in Article 18.
  - (1) Signed certification by a professional engineer licensed by the State of Michigan with regard to the manner in which the proposed structure will fall

in the event of damage, accident or injury (i.e. “fall zone”), and that the setback area provided shall accommodate the structure should it fall or break and provide a reasonable buffer in the event the structure fails.

- (2) A description of performance guarantee to be posted at the time of receiving a land use permit for the facility to ensure removal of the facility when it is abandoned or is no longer needed. The applicant shall demonstrate that funds will be available to the Township for removal of any structure used for wireless communication in an amount which reasonably reflects the cost of removal of the facility and restoration of the property or structure upon which the facility is located or placed. Adequate funds shall also be provided to cover the Township's administrative costs in the event that the applicant or its successor does not remove the Wireless Communication Facility in a timely manner.

The security shall, at the election of the Township Board, be in the form of: (1) cash; (2) security bond; (3) letter of credit; or, (4) an agreement in a form approved by the Township Attorney and recordable at the office of the Register of Deeds, establishing a promise of the applicant and owner of the property, or their successors, to remove the facility in a timely manner as required under this section of the ordinance. It shall further be provided that the applicant, owner or successor, shall be responsible for payment of any costs or attorney fees incurred by the Township in securing removal.

- (3) A map that illustrates existing and known proposed wireless communication facilities within Genoa Township and adjacent communities, which are relevant in terms of potential collocation or to demonstrate the need for the proposed facility. If and to the extent the information in question is on file with the township, the applicant shall be required only to update as needed. Any such information which is trade secret and/or other confidential commercial information which, if released would result in commercial disadvantage to the applicant, may be submitted with a request for confidentiality in connection with the development of governmental policy MCL 15.243(1)(g). This ordinance shall serve as the promise to maintain confidentiality to the extent permitted by law. The request for confidentiality must be prominently stated in order to bring it to the attention of the community.
- (4) For all new facilities, in recognition of the township’s policy to promote collocation, a written agreement, transferable to all assessors and assigns, that the operator shall make space available on the facility for collocation.
- (5) The name, address and phone number of the person to contact for engineering, maintenance and other notice purposes. This information shall be continuously updated during all times the facility is on the premises.

- (e) Design Standards Applicable to All Facilities. In addition to the Criteria of Site Plan Review listed in Article 18 and Special Land Use Review listed in Article 19, all wireless communication facilities shall be constructed and maintained in accordance with the following standards:

- (1) Facilities shall be located and designed to be harmonious with the surrounding areas. The Planning Commission may require unique design of the structure to either diminish the visual impact or to create an architectural feature that will contribute to or enhance community character.
- (2) A permit for the construction and use of a new wireless communication facility shall not be granted until the applicant demonstrates a feasible collocation is not available for the coverage area and capacity needs.
- (3) All new and modified wireless communication facilities shall be designed and constructed to accommodate collocation, with a written agreement in a format approved by the Township Attorney.
- (4) Landscaping shall be provided to screen the structure base, accessory buildings and enclosure from adjacent uses and public rights-of-way.
- (5) Elevations of the accessory buildings shall be provided. All accessory buildings shall be constructed of brick, provided the Planning Commission may waive this requirement for a building that is located in the Industrial district and is not visible from a public right-of-way or non-industrial zoning district.
- (6) Fencing shall be provided for protection of the support structure and security from children and other persons who may otherwise access facilities.
- (7) Any nonconforming situations on the site, such as, but not limited to, outdoor storage, signs, inadequate landscaping, unpaved parking, lack of a sidewalk, improper lighting or similar conditions shall be brought into conformance prior to the erection of the wireless communication facility. If existing buildings or structures are not in conformance with the current zoning standards, improvements shall be made to decrease the nonconformity or additional landscaping shall be provided to reduce the impact of the nonconformity and the wireless facility.
- (8) The operator shall comply with applicable federal and state standards relative to the environmental effects of radio frequency emissions.
- (9) The applicant shall demonstrate that the requested height of the new or modified support structure and antenna shall be the minimum height necessary for reasonable communication by the applicant, including additional height to accommodate future collocation where appropriate.
- (10) Minimum required setbacks for new facility or support structure.
  - a. From any residential district - the height of the structure, plus twenty five (25) feet, provided the engineering information required in (d)(1) is provided. The person or body with authority to approve the facility may decrease this setback to that provided in c below upon a finding that no residential use exists or is expected on the adjacent site.

- b. From any existing or proposed rights-of-way or other publicly traveled roads or non-motorized improved pathways - half the height of the structure, plus twenty five (25) feet, provided the engineering information required in (d)(1) is provided; otherwise the setback shall be the height of the facility.
  - c. From non-residential district - one half the height of the structure, plus ten (10) feet, provided the engineering information required in (d)(1) above demonstrates such setback is adequate.
- (11) Accessory buildings shall be a maximum of fourteen (14) feet high and shall be set back in accordance with the requirements for principal buildings in that zoning district.
  - (12) There shall be unobstructed access to the support structure, for operation, maintenance, repair and inspection purposes, which may be provided through or over an easement. This access shall have a width and location determined by such factors as: the location of adjacent thoroughfares and traffic and circulation within the site; utilities needed to service the tower and any attendant facilities; the location of buildings and parking facilities; proximity to residential districts and minimizing disturbance to the natural landscape; and the type of equipment which will need to access the site.
  - (13) Where an attached wireless communication facility is proposed on the roof of a building if the equipment enclosure is proposed as a roof appliance or penthouse on the building, it shall be designed, constructed and maintained to be architecturally compatible with the principal building. The equipment enclosure may be located within the principal building or may be an accessory building. If proposed as an accessory building, it shall conform with all district requirements for principal buildings, including yard setbacks.
  - (14) The support system shall be constructed in accordance with all applicable building codes and shall include the submission of a soils report from a geotechnical engineer, licensed in the State of Michigan. This soils report shall include soil borings and statements confirming the suitability of soil conditions for the proposed use.
  - (15) The requirements of the Federal Aviation Administration, Federal Communication Commission, and Michigan Aeronautics Commission shall be noted. Any aviation hazard lighting shall be detailed on the plans.
  - (16) A maintenance plan, and any applicable maintenance agreement, shall be presented and approved as part of the site plan for the proposed facility. Such plan shall be designed to ensure the long term, continuous maintenance to a reasonably prudent standard.
- (f) Removal. As a condition of every approval of a wireless communication facility, adequate provision shall be made for removal of all or part of the facility by users and owners upon the occurrence of one or more of the following events:
    - (1) When the facility has not been used for one hundred eighty (180) days or more. For purposes of this section, the removal of antennas or other

equipment from the facility, or the cessation of operations (transmission and/or reception of radio signals) shall be considered as the beginning of a period of non-use.

- (2) Six (6) months after new technology is available at reasonable cost, as determined by the Township Board, which permits the operation of the communication system without the requirement of the support structure.
  - (3) The situations in which removal of a facility is required, as set forth in paragraph 1 above, may be applied and limited to portions of a facility.
  - (4) Upon the occurrence of one or more of the events requiring removal, specified in paragraph (1) above, the property owner or persons who had used the facility shall immediately apply or secure the application for any required demolition or removal permits, and immediately proceed with and complete the demolition/removal, restoring the premises to an acceptable condition as reasonably determined by the Zoning Administrator.
  - (5) If the required removal of a facility or a portion thereof has not been lawfully completed within sixty (60) days of the applicable deadline, and after at least thirty (30) days written notice, the Township may remove or secure the removal of the facility or required portions thereof, with its actual cost and reasonable administrative charge to be drawn or collected and/or enforced from or under the security posted at the time application was made for establishing the facility.
- (g) Collocation.
- (1) Statement of Policy. It is the policy of Genoa Township to minimize the overall number of newly established locations for Wireless Communication Facilities and Wireless Communication Support Structures within the Township and to encourage the use of existing structures for Attached Wireless Communication Facilities. If a provider fails or refuses to permit collocation on a facility owned or controlled by it, where collocation is feasible, the result will be that a new and unnecessary additional structure will be required, in contradiction with Township policy. Collocation shall be required unless an applicant demonstrates that collocation is not feasible.
  - (2) Feasibility of Collocation. Collocation shall be deemed "feasible" for the purpose of this section where all of the following are met:
    - a. The wireless communication provider or property owner where collocation is proposed will accept market rent or other market compensation for collocation and the wireless communication provider seeking the facility will pay such rates.
    - b. The site on which collocation is being considered, taking into consideration reasonable modification or replacement of a facility, is able to provide structural support.
    - c. The collocation being considered is technically reasonable, e.g. the collocation will not result in unreasonable interference, given

appropriate physical and other adjustments in relation to the structure, antennas and the like.

- (h) Nonconforming facilities and penalties for not permitting collocation. If a party who owns or otherwise controls a wireless communication facility shall fail or refuse to alter a structure to accommodate a proposed and otherwise feasible collocation, such facility shall thereupon and thereafter be deemed to be a nonconforming structure and use, and shall not be altered, expanded or extended in any respect. In addition, if a party refuses to allow collocation in accordance with the intent of this Section, and this action results in construction of a new tower, the township may refuse to approve a new wireless communication support structure from that party for a period of up to five (5) years. Such a party may seek and obtain a variance from the Zoning Board of Appeals if and to the limited extent the applicant demonstrates entitlement to variance relief which, in this context, shall mean a demonstration that enforcement of the five (5) year prohibition would unreasonably discriminate among providers of functionally equivalent wireless communication services, or that such enforcement would have the effect of prohibiting the provision of personal wireless communication services.
  
- (i) Variances. The Zoning Board of Appeals may consider a variance from the standards of this Section, based upon a finding that one or more of the following factors exist, as appropriate for the type of variance requested:
  - (1) For location, the applicant has demonstrated that a location within a district or location in accordance with the standards of this Section can not reasonably meet the coverage or capacity needs of the applicant.
  - (2) For no collocation the applicant has demonstrated that a feasible collocation is not available for the coverage area and capacity needs because existing structures can not support the facility, that collocation would result in unreasonable interference, or that reasonable financial terms are not available for collocation.
  - (3) For setback, the applicant has provided engineering information that documents that the tower is self collapsing and that the setback area provided shall accommodate the structure should it fall or break and provide a reasonable buffer in the event the structure fails.
  - (4) For height, the height requested is due to signal interference due to topography, tall buildings, masses of trees, or other obstructions, or would reduce the number of towers to the benefit of the township.
  - (5) For all, the applicant has proposed means to mitigate any negative impacts through provision for future collocation, if found to be appropriate by the township, and special design of the facility and site.
  - (6) For all, the wireless communication and accessory facilities shall be designed to be compatible with the existing character of the proposed site, neighborhood and general area such as a steeple, bell tower, or similar form.

**Sec. 11.03 DWELLINGS**



11.03.01 **Single Family Dwelling Design Standards:** Single family dwellings and mobile homes located outside a mobile home park or manufactured housing subdivision shall conform to the standards of this section.

- (a) Certification: If the dwelling unit is a mobile home, the mobile home must either be (i) new and certified by the manufacturer and/or appropriate inspection agency as meeting the Mobile Home Construction and Safety Standards of the U.S. Dept. of Housing and Urban Development, as amended, or any similar successor or replacement standards which may be promulgated, or (ii) used and certified by the manufacturer and/or appropriate inspection agency as meeting the standards referenced in (i) above, and found, on inspection by the Zoning Administrator or his/her designee, to be in excellent condition and safe and fit for residential occupancy.
- (b) Dimensional Standards: Each such dwelling unit shall comply with the minimum standards listed in Article 3 for the Zoning District in which it is located, including minimum lot area, minimum lot width, minimum floor area, required setbacks and maximum building height.
- (c) Dimensions: Each such dwelling unit shall have a minimum width across any front, side or rear elevation of 20 feet and comply in all respects with the Michigan State Construction Code Commission, including minimum heights for habitable rooms. Where a dwelling is required by law to comply with any federal or state standards or regulations for construction and where such standards or regulations for construction are different than those imposed by the Michigan State Construction Code Commission, then such federal or state standard or regulation shall apply.
- (d) Foundation: Each such dwelling unit shall be firmly attached to a permanent foundation constructed on the site in accordance with the Michigan State Construction Code Commission and shall have a wall of the same perimeter dimensions of the dwelling and constructed of such materials and type as required in the applicable building code for single-family dwellings. If said dwelling is a mobile home, the dwelling shall be securely anchored to the foundation to prevent displacement during windstorms.
- (e) Undercarriage: In the event that such dwelling unit shall be a mobile home, the wheels, tongue, hitch assembly and other towing appurtenances shall be removed before attachment to a permanent foundation. The foundation or masonry skirting shall fully enclose the undercarriage and chassis prior to occupancy.
- (f) Sewage disposal and water supply: Each such dwelling unit shall be connected to a public sewer and water supply approved by the Township or to such private facilities approved by the Livingston County Health Department.
- (g) Code compliance: Each such dwelling unit shall comply with all pertinent building and fire codes. In the case of a mobile home, all construction and all plumbing, electrical apparatus and insulation within and connected to said mobile home shall be of a type and quality conforming to the "Mobile Home Construction and Safety Standards" as promulgated by the United States Department of Housing and Urban Development, being 24 CFR 3280, and as from time to time such standards may be amended. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength requirements.

- (h) Storage area: Each such dwelling unit shall contain a storage area equal to 10% of the square footage of the dwelling or 100 square feet, whichever shall be less. This storage area shall consist of a basement, attic, closet areas or attached garage, or in a separate detached accessory structure which complies with the standards of this Article regarding accessory buildings and structures.
  
- (i) Compatible Building Design: All newly constructed single family and two family homes shall be aesthetically compatible in design and appearance with other residences in the vicinity. This shall be accomplished by maintaining the architectural styles, details, building materials and design themes of dwelling units on both sides of the street, within five hundred (500) feet of the subject lot and in the same zoning district. Similarity and compatibility with surrounding dwelling units in terms of the following design requirements and features must be provided in order to meet this requirement:
  - (1) roof drainage systems that concentrate roof drainage at collection points along the sides of the dwelling;
  - (2) minimum of two exterior doors with one facing the front lot line and the second one being in either the rear or side of the dwelling;
  - (3) steps connected to exterior door areas or to porches connected to the door areas where a difference in elevation requires the same;
  - (4) roof pitch of no less than four (4) feet of rise for each twelve (12) feet of horizontal run;
  - (5) front facade appearance that is manifestly designed as a front façade containing a door, windows and other architectural features customary of the front facade of a residence; and
  - (6) exterior building materials compatible with surrounding dwellings;
  
- (j) Compatibility determination: The compatibility of design and appearance shall be determined in the first instance by the Township Zoning Administrator. An applicant may appeal to the Board of Zoning Appeals within a period of fifteen (15) days from the receipt of notice of said Zoning Administrator's decision. The determination of compatibility shall be based upon the building compatibility design standards listed in Section 11.03.01(i) above and all other design standards outlined in this Section. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as solar energy, view, unique land contour, or relief from the common or standard designed home.
  
- (k) Additions: Each such dwelling unit shall contain no addition or room or other area which is not constructed with similar quality workmanship as the original structure, including permanent attachment to the principal structure and construction of a foundation as required herein. In addition, the dwelling unit shall have no less than two (2) exterior doors, with one being either at the rear or side of the dwelling unit.

- (l) Building permit: All construction required herein shall be commenced only after a building permit has been obtained in accordance with the applicable Michigan State Construction Code provisions and requirements.
- (m) Exceptions: The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks. Mobile homes which do not conform to the standards of this section shall not be used for dwelling purposes within the Township unless located within a mobile home park or a mobile home subdivision district for such uses, or unless used as a temporary residence as otherwise provided in this Ordinance.

**11.03.02 Dwellings Outside of the Agricultural and Residential Districts:**

- (a) The construction of dwellings in nonresidential districts is prohibited except for housing used exclusively by security, custodial maintenance or management personnel and approved by the Planning Commission. The use of trailers and recreational vehicles for housing such security and custodial personnel, or other persons, is prohibited.
- (b) The use of recreation vehicles and trailers is permitted as a temporary residence between May 1st and October 1st each year provided the vehicles and trailers are located in a designated recreation vehicle/trailer park, and that they are connected to appropriate sewer, water and electric facilities serving the park.

**Sec. 11.03.03 Regulations on Accessory Dwellings**

- (a) Recreational vehicles or camping trailers may be used for living purposes when accessory to single-family or two-family dwellings, provided such use shall only be permitted for a cumulative total of no more than twenty one (21) days in any twelve (12) month period. Any such recreational vehicle parked in a front yard shall be parked in the driveway.
- (b) For lots of 120 acres or more in the Agricultural District, one additional principal building (a total of two) shall be permitted if the additional principal building is occupied by a member of the family who occupies the principal building, or employees working on the property for farming purposes, raising livestock or training horses, provided each accessory dwelling unit meets the minimum size for a one (1) bedroom unit as specified in Section 3.04.
- (c) The use of any portion of the basement of a partially completed building, or any detached garage or accessory building for dwelling or sleeping purposes in any zoning district is prohibited.

**Sec. 11.04 ACCESSORY BUILDINGS AND STRUCTURES**

**11.04.01 Accessory Buildings, Structures and Uses in General**

- (a) Relation to Principal Building: Accessory buildings, structures and uses are permitted only in connection with, incidental to and on the same lot with a principal building, that is occupied by a use permitted in the particular zoning district. In the Agricultural District an accessory building or structure may be permitted on a

separate lot in conjunction with activity of a permitted use on another lot under same ownership. No accessory building, structure or use shall be occupied or utilized unless the principal structure to which it is accessory is occupied or utilized.

- (b) Permit Required: Any accessory building shall require a land use permit, except one (1) accessory building one hundred twenty (120) square feet or less shall be allowed without a land use permit.
- (c) Restrictions in Front Yard: Detached accessory buildings shall not be erected in any front yard, except accessory buildings are permitted in the front yards as follows:
  - (1) Waterfront lots in the Lakeshore Resort Residential District.
  - (2) Lots of at least five (5) acres when the front setback is equal to or greater than the average setback of established buildings on adjoining lots, as determined by the Zoning Administrator. If the adjacent lots are undeveloped, then front yard accessory buildings are permitted with a minimum front yard setback of two hundred (200) feet.
  - (3) In the case of attached residential dwelling complexes, detached parking garages or carports may be permitted in the non-required front yard provided the Planning Commission approves the site plan, elevation drawings and construction materials. In reviewing such structures, the Planning Commission shall consider the impact of headlights and views from nearby public streets and adjacent properties.
- (d) Required Setbacks (Attached): Where the accessory building, structure or use is structurally attached to a principal building, structure or use, it shall be subject to all the regulations of this section applicable to principal buildings, structures and uses, except for unenclosed decks as noted in Section 11.04.02 and privacy walls as noted under section 11.04.04 "Fences, Walls and Screens."
- (e) Required Setbacks (Detached, one hundred twenty (120) square feet or less total floor area): Detached accessory buildings or structures with one hundred twenty (120) square feet or less total floor area shall be at least four (4) feet from any principal building, and at least four (4) feet from any lot line.
- (f) Required Setbacks (Detached, over one hundred twenty (120) square feet total floor area): Detached accessory buildings and structures over one hundred twenty (120) square feet of total floor area shall be at least ten (10) feet from any principal building, and at least ten (10) feet from any side or rear lot line; except as follows:
  - (1) On lots greater than one (1) acre detached accessory buildings and structures over one hundred twenty (120) square feet of total floor area shall meet the setback requirements for principal structures.
  - (2) On lots in the Lakeshore Resort Residential District a detached accessory building over one hundred twenty (120) square feet of total floor area shall be allowed to reduce one (1) side yard setback to at least five (5) feet as follows:

- a. The accessory building shall be setback at least ten (10) feet from the other side lot line.
  - b. There shall be a minimum of ten (10) feet of separation from buildings on adjacent lots.
- (g) **Setback from Shoreline:** Detached accessory buildings shall be setback at least fifty (50) feet from the nearest edge of any lake shoreline, except in the Lakeshore Resort Residential District where accessory buildings shall meet the shoreline setback requirements for the principle structure as specified in Table 3.04.02. Detached accessory buildings shall be setback at least twenty-five (25) feet from the edge of any wetland.
- (h) **Maximum Size:** The combined total of all accessory buildings in any residential district shall be a maximum of nine hundred (900) square feet in area for lots less than two (2) acres and one thousand two hundred (1200) square feet in area for lots equal to or greater than two (2) acres. Accessory buildings and structures located on conforming lots in Agricultural and Country Estates Districts shall not be limited by size, provided all required setback are met.
- (i) **Maximum Number:** No more than two (2) detached accessory buildings shall be permitted on any lot in any district except the Agricultural and Country Estate Districts.
- (j) **Maximum, Height:** The maximum building height of any detached accessory building shall be fourteen (14) feet (see Article 25 for calculation of building height), except as follows:
- (1) Antenna heights may be as noted in Section 11.04.06
  - (2) Accessory buildings on conforming lots in the Agricultural, Country Estate Districts and Rural Residential districts may exceed the maximum height restrictions for principal buildings by up to fifteen (15) feet.
- (k) **Restrictions on Use:** Accessory garages shall only be used to store vehicles or equipment associated with a Permitted Use.
- (l) **Not used for dwelling:** Accessory buildings shall not be occupied for dwelling purposes nor used for any business profession, trade or occupation except for agricultural uses in an Agricultural District as permitted in Section 3.03. (as amended 12/31/06 and 3/5/10)

11.04.02 **Decks**

- (a) Attached or unattached uncovered decks and porches without a roof, walls or other form of ~~solid~~-enclosure shall be permitted to extend a maximum of twenty five (25) feet from the rear building line of the principal building, provided they shall be at least four (4) feet from any side lot line and ten (10) feet from any rear lot line. Covered or enclosed dDecks and porches with a roofs or walls -shall be considered to be part of the principal building for purposes of determining setbacks. One pergola or gazebo as regulated in (d) is permitted.

- (b) For condominiums, the placement of decks shall be stipulated in the Condominium Master Deed and Exhibit B Site Plan, in conformance with the regulations of this section. Where there are no property (site condominium) lines between the two condominium units, decks shall be setback a minimum of four (4) feet from the halfway point between the two units, provided the decks are separated a minimum of eight (8) feet (combined four (4) foot setback of both decks).
- (c) Shoreline Lots: Decks without roofs on a waterfront lot shall extend a maximum fifteen (15) feet from the rear building line of the principal structure. A minimum fifteen (15) foot wide open space greenbelt shall be provided between the deck and the closest edge of the shoreline. A separate deck or patio of one hundred (100) square feet or less shall be permitted along the shoreline, with a maximum length along the shoreline of ten (10) feet and a maximum height of six (6) inches above the mean grade.
- (d) Gazebos/Pergolas: Decks may include a covered or enclosed pergola or ~~roofed~~ gazebo with a maximum size of one hundred fifty (150) square feet and a maximum height of fourteen (14) feet (see Article 25 for calculation of building height). (as amended 5/13/05 and 3/5/10)

#### 11.04.03 **Swimming Pools**

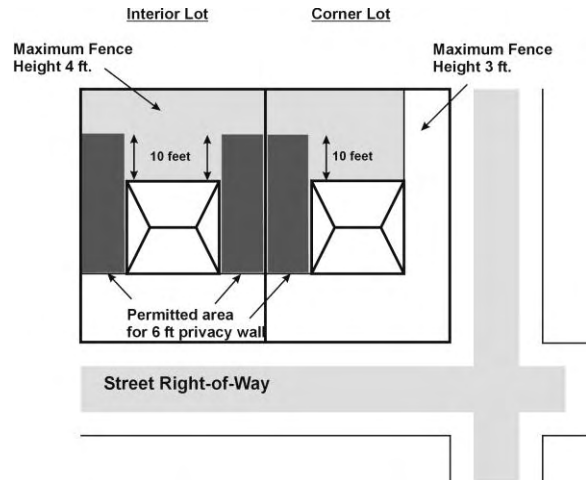
- (a) Requirement for Fence: Every person owning land on which there is located a swimming pool, spa, hot tub, or similar device (below ground or above ground) which contains twenty-four (24) inches or more of water in depth at any point, shall erect and maintain thereon a fence or enclosure approved by the Building Official surrounding the device sufficient to make such device inaccessible to small children. Such fence or enclosure, including the gates, shall not be less than four (4) feet or greater than (6) feet above grade. All gates shall be self-latching with latches placed no less than four (4) feet above grade or otherwise made inaccessible from the outside to small children. A hot tub with a locking cover shall not require a fence.
- (b) Relationship of Height to Setback: Swimming pools, spas, hot tubs, similar facilities and surrounding decks with an elevation measured from the mean grade at any point adjacent to such facility of three (3) feet or less shall be at least ten (10) feet from any lot line. Where the elevation is greater than three (3) feet above grade at any point, the setback shall be at least fifteen (15) feet from any lot line.
- (c) Restriction from Front Yard: Swimming pools, spas, hot tubs and similar devices shall not be located in any front yard.

#### 11.04.04 **Fences, Walls and Screens**

- (a) Unless specifically authorized elsewhere in this Ordinance, fences, walls or screens located within the front yard in any residential zoning district shall not exceed three (3) feet in height, or be in excess of forty nine (49) percent (%) solid or impervious.
- (b) Chain link fences shall not be erected in any front yard within a residential district, unless enclosing a retention pond that has been approved by the Planning Commission. Fences shall not be permitted in the required waterfront yard.

- (c) Unless specifically authorized elsewhere in this Ordinance, fences, walls or screens located within the required side yard or required rear yard in any zoning district shall not exceed a height of four (4) feet, except the Zoning Administrator may approve the following:

- (1) A privacy fence or wall up to six (6) feet high within the required side yard provided the wall does not extend beyond the front building line or more than ten (10) feet beyond the rear building line;
- (2) A six (6) foot high dog run or pet enclosure enclosing a maximum of twenty percent (20%) of the required rear yard or two hundred (200) square feet maximum area within the required rear yard, whichever is less
- (3) A six (6) foot high fence in an Agricultural or Country Estate District, which does not exceed forty nine percent (49%) solid or impervious area except as provided for in subject to 11.04.04(c)(1) above.;
- (4) An eight (8) foot high security fence of a permitted essential public service building, essential public service storage yard, towers, commercial use or industrial use, which may also include a maximum of one (1) additional foot of barb wire.



- (d) Fences, walls or screens shall not be erected within any public right-of-way or maintained in such a way as to obstruct the vision of motorists exiting driveways or within the triangular area formed by the intersection of the street right-of-way lines and a line connecting two points located on those intersecting right-of-way lines twenty-five (25) feet from the point of intersection with the right-of-way lines.
- (e) The use of electric current or charge on any fence or part thereof is prohibited, except for low voltage fences in the Agricultural and Country Estate Residential District, intended to enclose permitted livestock, or electronic fences buried beneath the ground. (as amended 12/31/06 and 3/5/10)

11.04.05 **Waterfront Accessory Structures:** Waterfront structures and appurtenances are permitted structures on waterfront property, subject to the requirements of this section. The following requirements apply to all structures and appurtenances within the required waterfront yard (i.e. the minimum required setback from the ordinary high water mark.) in all zoning districts.

- (a) Only the following structures and appurtenances shall be permitted within the required waterfront yard:
  - (1) docks and mooring apparatus;

- (2) decks, subject to the requirements of Section 11.04.02(c);
- (3) no more than one gazebo, subject to the requirements of Section 11.04.02(d).
- (b) Allowable accessory use of the waterfront in a single family residential district shall be limited to not more than (1) dock per lot or per dwelling unit. Boat houses shall not be permitted.
- (c) No more than one (1) boat slip per dwelling unit shall be permitted for multiple-family dwellings.
- (d) Commercial boat rental shall be prohibited in residential districts.
- (e) Boat launching sites and boat docks within a common use riparian lot and dockominiums shall comply with the provisions of Section 13.03.

11.04.06 **Reception Antennas and Towers:** Radio or television antennas or towers, including satellite dish antennas and transmission or reception antennas erected or installed in any zoning district as an accessory structure to a permitted use shall comply with the standards below. Wireless communication facilities, such as cellular antenna and commercial broadcasting antenna, shall be subject to the requirements of Section 11.02.08

- (a) Intent and Exceptions: The intent of this section is to provide reasonable regulations for reception antenna facilities to achieve the objectives listed below.
  - (1) Promote safety and prevent hazards to persons and property resulting from accidents involving antenna facilities which could fall from building or structural mountings due to wind load, snow load or other factors.
  - (2) Promote utilization of ground mounting for antennae facilities where reasonably feasible.
  - (3) Require screening of ground-mounted facilities and minimize visibility to roof or structure mounted facilities to maintain architectural integrity and aesthetic quality of property improvements and preserve property values.
  - (4) Exclude from provisions of this section are conventional VHF and UHF television antennae, satellite dishes less than one (1) meter in diameter and short wave radio antennae based upon the following findings: there is relatively minor concern for wind and snow load issues due to an established safety record; there has been an historical acceptance of such facilities from architectural and aesthetic standpoints; and the cost of complying with the procedure for application and review would be unreasonable in relation to the cost of purchasing and installing the facility.
  - (5) Balance regulations on the placement and manner of reception antenna installation to the minimum required to achieve the objectives herein.
  - (6) Promote and protect the public health, safety and welfare by the exercise of Township police powers in relation to a property owner's right to construct and use reception antennae to receive signals without reasonable restriction.



- (b) Requirements: A ground mounted regulated reception antenna or tower, shall be located only in a rear yard and shall not be within the required side yard setback. For lots with lake frontage, regulated reception, antenna and towers shall be located in the side or front (street side) yard. A roof mounted regulated reception antenna shall be placed on a section of the roof in the rear yard.
- (1) Conventional VHF and UHF television antennae, satellite dishes less than one (1) meter in diameter and short wave radio antennae shall be exempt from the regulations of this section and not require a land use permit, provided the equipment is not located in the front yard or on the portion of the building facing the front lot line.
  - (2) No portion of a regulated reception antenna shall be located closer than six (6) feet, measured on a horizontal plane, from any side or rear lot line or placed on any easement.
  - (3) Ground-mounted antenna in a front yard within one hundred (100) feet of a public street or within fifty (50) feet of a residential lot line shall be screened from such street by landscaping or a wall with a sketch plan approved by the Zoning Administrator prior to erection of the antenna. If there is no conforming location on the property where the facility may be so obscured from view, screening shall be accomplished to the extent reasonably feasible, as approved by the Zoning Administrator or if the antenna is mesh type, screening need not exceed six (6) feet in height.
  - (4) The color of all antennae shall be of tones similar to the surroundings. Ground-mounted antennae shall not be white unless they are of a mesh type or unless the background consists primarily of a white building. Bright or pastel colors shall not be used in any instance.
  - (5) Ground mounted reception antenna shall be secured to the ground with cement or similar material.
  - (6) The diameter of a regulated reception antenna shall not exceed twelve (12) feet.
  - (7) Regulated reception antenna and towers shall extend a maximum of twenty (20) feet above the rooftop.
  - (8) No advertising or identification display shall be placed on any portion of a reception antenna or tower, except for the name of the manufacturer and serial number.
  - (9) All electrical and antenna wiring shall be placed underground, where applicable.
  - (10) The antenna shall be located and designed to meet the manufacturer specifications to withstand a wind force of one hundred (100) miles per hour.
  - (11) If a usable signal cannot be obtained by locating the antenna in the rear yard, the antenna may be located in the side yard of the property subject to the submission of a written affidavit and approval of the Zoning Board of

Appeals provided the placing of an antenna in a side yard shall remain subject to all other conditions set forth in this section.

- (12) Erection of regulated reception antenna or towers shall require a land use permit from the Township Zoning Administrator.

**Sec. 11.05 WIND ENERGY CONVERSION SYSTEMS (WECS)**

**11.05.01 General:**

- (a) **Intent:** The intent of these regulations is to provide for sustainable energy sources by allowing the development of Wind Energy Conversion Systems (WECS), while providing regulations that limit the impact of these facilities as follows:
  - (1) Protect public health, safety, welfare, and quality of life by minimizing the potential adverse impacts of a WECS.
  - (2) Protect the aesthetic quality of the natural, rural open spaces of the Township.
  - (3) Protect neighboring property owners from noise and safety impacts.
  - (4) Protect waterfowl and birds.
  - (5) Ensure structures do not exceed a height that would impact aviation safety.
  - (6) To establish standards and procedures by which the siting, design, engineering, installation, operation, and maintenance of a WECS shall be governed.
- (b) **Applicability:** WECS shall comply with the standards below.
  - (1) On-site use WECS up to a height of seventy two (72) feet shall be allowed in any zoning district as an accessory structure, subject to the requirements of Section 11.05.02.
  - (2) On-site use WECS over a height of seventy two (72) feet shall be allowed in certain zoning districts as an accessory structure, subject to the requirements of Section 11.05.03.
  - (3) A utility grid WECS shall be allowed as a principal use of land in certain zoning districts, subject to the requirements of Section 11.05.03.
- (c) **Definitions:** For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:
  - (1) **Ambient Noise:** The amount of background noise at a given location prior to the installation of a WECS which may include, but is not limited to, traffic, machinery, lawnmowers, general human activity and the interaction of the wind with the landscape. Ambient Sound Level is measured on the Decibel – dB (A) – weighted scale as defined by the American National Standards

- Institute (ANSI). Such noise levels shall be measured on the property line or on the adjacent property, which is receiving the noise.
- (2) **Anemometer tower:** A freestanding tower containing instrumentation such as anemometers that is designed to provide present moment wind data for use by the supervisory control and data acquisition (SCADA) system used by utility companies to monitor energy production from a central control unit, which is an accessory land use to a utility grid WECS.
  - (3) **ANSI:** The American National Standards Institute.
  - (4) **dB (A):** dB (A) means the sound pressure level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication ANSI s1.4-1971.
  - (5) **Decibel:** The unit of measure used to express the magnitude of sound pressure and sound intensity (dB).
  - (6) **Horizontal axis WECS:** A WECS which converts wind energy into electricity through the use of a wind turbine generator with a horizontal axis of rotation. This type of WECS is directional in that it achieves optimal energy production while pointed into or away from the direction of the wind.
  - (7) **IEC:** The International Electrotechnical Commission.
  - (8) **ISO:** The International Organization for Standardization.
  - (9) **Lease unit boundary:** The boundary around property leased for purposes of a WECS, including adjacent parcels to the parcel on which the WECS tower or equipment is located. For purposes of setback, the lease unit boundary shall not cross road right-of-ways.
  - (10) **On site WECS:** A land use for generating electric power from wind that is accessory to a legal principal use and intended to primarily serve the needs of the electric power consumer at that site.
  - (11) **Rotor:** An element of a WECS that acts as a multi-bladed airfoil assembly, thereby extracting through rotation, kinetic energy directly from the wind.
  - (12) **Shadow flicker:** Alternating changes in light intensity caused by the moving blades of a WECS casting shadows on the ground and stationary objects, such as but not limited to a window at a dwelling.
  - (13) **Tower height:** The vertical distance as measured from the ground level of the base of a wind energy conversion system tower to the uppermost vertical extension of a rotor blade, or the maximum height reached by any part of a WECS.
  - (14) **Utility grid WECS:** The use of wind power to generate electric power for the principal purpose of supplying electric power to the energy grid, with little or no on-site use of the generated power.

- (15) **Vertical axis WECS:** A WECS which converts wind energy into electricity through the use of a wind turbine generator with a vertical axis of rotation. This type of WECS is not directional in that it does not need to be pointed into or away from the direction of the wind in order to achieve optimal energy production.
- (16) **Wind energy conversion system (WECS):** A land use for generating power by use of wind; utilizing wind turbine generators, including the turbine, blades, and tower as well as related electrical equipment. This does not include wiring to connect the WECS to the electric utility grid. See also on-site WECS and utility grid WECS.
- (17) **Wind site assessment.** An assessment to determine the wind speeds at a specific site and the feasibility of using that site for construction of a WECS.

11.05.02 **On-site Use WECSs:** An On-site Use WECS up to seventy two (72) feet tall is an accessory use which shall meet the following standards:

- (a) **Locations Where System Allowed:** An accessory WECS up to seventy two (72) feet tall shall be permitted in all districts with administrative land use permit approval by the Zoning Administrator.
- (b) **Number of Systems:** An on-site use WECS is to be designed to primarily serve the needs of a home, farm, or on-site business. One (1) on-site use WECS shall be permitted per property.
- (c) **Clearance above Ground:** The minimum blade or rotor clearance will be at least ten (10) feet from the ground.
- (d) **System Attached to a Structure or Roof:** A WECS may be attached to an existing structure. Roof-mounted equipment shall not exceed a height of fifteen (15) feet above the surrounding roof surface.
- (e) **Property Setback:** The minimum distance between an on-site use WECS and the owner's property lines shall be equal to the height of the WECS tower including the top of the blade in its vertical position. No part of the WECS structure, including guy wire anchors, may extend closer than ten (10) feet to the owner's property lines, or the distance of the required setback in the respective zoning district, whichever results in the greater setback. Where a WECS is located in the front yard, it shall be setback two hundred (200) feet from the front lot line.
- (f) **Color:** WECS shall be painted a non-obtrusive (light color such as white, beige or light gray) color that is non-reflective. No striping or color shall be visible on the blades or tower. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades. Nacelles may have lettering that exhibits the manufacturer's identification.
- (g) **Towers:** WECS shall use tubular towers. Lattice towers shall be prohibited.
- (h) **Sound Pressure Level:** On site use WECS shall not create noise levels that exceed sixty (60) dB (A) measured at the property line.

- (i) **Construction Codes, Towers, & Interconnection Standards:** On-site use WECS, including towers shall comply with all applicable state construction and electrical codes and local building permit requirements. On-site use WECS including towers shall comply with Federal Aviation Administration requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950, MCL 259.431 *et seq.*), and the Michigan Tall Structures Act (Public Act 259 of 1959, MCL 259.481 *et seq.*).
- (j) **Connection to Energy Grid:** An interconnected on-site use WECS shall comply with Michigan Public Service Commission and Federal Energy Regulatory Commission standards. Off-grid systems are exempt from this requirement.
- (k) **Safety:** An on-site use WECS shall have automatic braking, governing, or a feathering system to prevent uncontrolled rotation or over speeding. All wind towers shall have lightning protection. If a tower is supported by guy wires, the wires shall be clearly visible to a height of at least eight (8) feet above the guy wire anchors.
- (l) **Accessibility:** Towers shall be designed and constructed in such a manner that integrated tower climbing devices are a minimum of twelve (12) feet above the base of the tower and only accessible by using a separate climbing device.
- (m) **Labeling of WECS Tower Subsystem:** The following information shall be provided on labels attached to the tower in a visible, easily read, and easily accessible location:
  - (1) Equipment weight of the tower subsystem;
  - (2) Manufacturer's name and address;
  - (3) Model number;
  - (4) Serial number;
  - (5) The survival wind speed in miles per hour and meters per second;
  - (6) Name of installer;
  - (7) Name of person responsible for maintenance;
  - (8) Emergency telephone number in force for (6) and (7) above.
- (n) **Labeling of WECS Power Conversion Subsystem:** The following information shall be provided on labels attached to the WECS power conversion subsystem in a visible, easily read, and easily accessible location:
  - (1) Maximum power input (KW), rated voltage (volts) and rated current output (amperes) of the generator, alternator, etc.;
  - (2) Manufacturer's name and address;
  - (3) Model number;
  - (4) Serial number;

- (5) Emergency and normal shutdown procedures;
- (6) Underwriters label, where appropriate.
- (o) **Utilities:** Power lines shall be placed underground. If the WECS is connected to a public utility system for net metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's current service regulations that meet federal, state and industry standards applicable to wind power generation facilities. Any such connection shall be inspected and approved by the appropriate utility company.
- (p) **Removal of Abandoned Facilities:** Any WECS that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such WECS shall remove the WECS within ninety (90) days of receiving an abandonment notification from the Township. Failure to remove an abandoned WECS within ninety (90) days shall be grounds for the Township to remove the WECS at the owner's expense.

11.05.03 **Utility Grid WECS, Anemometer Towers and On-site Use WECS Over Seventy Two (72) Feet High:** A utility grid WECS and anemometer towers, or on-site use WECS over seventy two (72) feet high shall meet the following standards:

- (a) **Locations Where System Allowed:** Utility grid WECS and on-site WECS over seventy two (72) feet in height shall be permitted in the AG, CE, PRF and IND districts with special land use approval by the Township Board in accordance with Article 19 and site plan approval by the Planning Commission in accordance with Article 18.
- (b) **Clearance above Ground:** The minimum blade or rotor clearance for a horizontal axis tower mounted WECS will be at least twenty (20) feet above ground or above any outdoor areas intended for human use. The minimum rotor clearance for a vertical axis WECS installed on-grade will be at least ten (10) feet above ground.
- (c) **System attached to a Structure or Roof:** A WECS may be attached to an existing structure so that the appearance of the structure will not be materially altered or changed. Roof-mounted equipment shall not exceed a height of twenty (20) feet above the surrounding roof surface. The equipment shall not be attached to a portion of the roof that is highly visible.
- (d) **Height:** No utility grid WECS or on-site use WECS shall exceed one hundred fifty (150) feet in height.
- (e) **Property Setback:** The minimum distance between a WECS and the property lines shall be equal to the height of the WECS tower including the top of the blade in its vertical position. The minimum distance between an anemometer tower and the owner's property lines shall be equal to the height of the tower. No part of the WECS structure, including guy wire anchors, may extend closer than ten (10) feet to the owner's property lines, or the distance of the required setback in the respective zoning district, whichever results in the greater setback. Any operations and maintenance office building, a sub-station, or ancillary equipment shall comply with any property set-back requirement of the respective zoning district. Where a WECS

is located in the front yard, it shall be setback two hundred (200) feet from the front lot line.

- (f) **Color:** WECS shall be painted a non-obtrusive (light color such as white, beige or light gray) color that is non-reflective. No striping or color shall be visible on the blades or tower.
- (g) **Sound Pressure Level:** WECS shall not create noise levels that exceed sixty (60) dB (A) measured at the property line.
- (h) **Safety Requirements:** WECS shall be designed to prevent unauthorized access to electrical and mechanical components and shall have access doors that are kept securely locked at all times when service personnel are not present. All spent lubricants and cooling fluids shall be properly and safely removed in a timely manner from the site of the WECS. A sign shall be posted near the tower or operations and maintenance office building that will contain emergency contact information. Signage placed at the road access shall be used to warn visitors about the potential danger of falling ice.
- (i) **Accessibility:** Towers shall be designed and constructed in such a manner that integrated tower climbing devices are a minimum of twelve (12) feet above the base of the tower and only accessible by using a separate climbing device.
- (j) **Performance Security:** Performance guarantee, pursuant to Section 21.03 of this Ordinance, shall be provided for the applicant making repairs to public roads damaged by the construction of the WECS.
- (k) **Utilities:** Power lines shall be placed underground. If the WECS is connected to a public utility system for net metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's current service regulations that meet federal, state and industry standards applicable to wind power generation facilities. Any such connection shall be inspected and approved by the appropriate utility company. Utility grid WECS shall comply with applicable utility, Michigan Public Service Commission, and Federal Energy Regulatory Commission interconnection standards.
- (l) **Permits:** WECS shall comply with all applicable state construction and electrical codes and County building permit requirements.
- (m) **Aviation Hazard:** WECS shall comply with Federal Aviation Administration (FAA) requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950 as amended, M.C.L. 259.431 et seq.), and the Michigan Tall Structures Act (Public Act 259 of 1959 as amended, M.C.L. 259.481 et seq.). The minimum FAA lighting standards shall not be exceeded. All tower lighting required by the FAA shall be shielded to the extent possible to reduce glare and visibility from the ground. The tower shaft shall not be illuminated unless required by the FAA.
- (n) **Standards:** The following standards apply only to utility grid WECS:
  - (1) **Visual Impact:** Utility grid WECS projects shall use tubular towers and all utility grid WECS in a project shall be finished in a single, non-reflective matte finished color. A project shall be constructed using WECS of similar

design, size, operation, and appearance throughout the project. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades. Nacelles may have lettering that exhibits the manufacturer's and/or owner's identification.

- (2) **Decommissioning:** A decommissioning plan for the WECS and any anemometer towers shall be provided that indicates 1) the anticipated life of the project, 2) the estimated decommissioning costs net of salvage value in current dollars, 3) the method of ensuring that funds will be available for decommissioning and restoration, 4) the anticipated manner in which the project will be decommissioned and the site restored and 5) performance guarantee, pursuant to Section 21.03 of this Ordinance.
- (3) **Electromagnetic Interference:** Utility grid WECS shall not be installed in any location where its proximity to existing fixed broadcast, retransmission, or reception antennae for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception unless the applicant provides a replacement signal to the affected party that will restore reception to at least the level present before operation of the WECS. No utility grid WECS shall be installed in any location within the line of sight of an existing microwave communications link where operation of the WECS is likely to produce electromagnetic interference in the link's operation unless the interference is proven to be insignificant.
- (o) **Site Plan:** Site plan requirements for utility grid WECS and on-site WECS over seventy two (72) feet in height are as follows:
  - (1) Documentation that sound pressure level, construction code, tower, interconnection (if applicable), and safety requirements have been reviewed and the submitted site plan is prepared to show compliance with these issues.
  - (2) Proof of the applicant's general liability insurance for at least three million dollars (\$3,000,000) for the project to cover the operator, the landowner and the Township.
  - (3) A copy of that portion of all the applicant's lease(s) with the land owner(s) granting authority to install the anemometer tower and/or utility grid WECS; legal description of the property(ies), lease unit(s); and the site plan shows the boundaries of the leases as well as the boundaries of the lease unit boundary.
  - (4) The phases, or parts of construction, with a construction schedule.
  - (5) The project area boundaries.
  - (6) The location of all dwellings within three hundred (300) feet of the system.
  - (7) The location of all guy wires or other support devices.
  - (8) The location, height, and dimensions of all existing and proposed structures and fencing.



- (9) The location, grades, and dimensions of all temporary and permanent on-site and access roads from the nearest county or state maintained road.
- (10) All new above ground infrastructure related to the project.
- (11) A copy of manufacturers' material safety data sheet(s) which shall include the type and quantity of all materials used in the operation of all equipment including, but not limited to, all lubricants and coolants.
- (12) For utility grid WECS only:
  - a. A copy of a noise modeling and analysis report and the site plan shall show locations of equipment identified as a source of noise. Equipment shall be placed so that the WECS will not exceed the maximum permitted sound pressure levels. The noise modeling and analysis shall conform to IEC 61400 and ISO 9613. After installation of the utility grid WECS, sound pressure level measurements shall be done by a third party, qualified professional according to the procedures in the most current version of ANSI S12.18. All sound pressure levels shall be measured with a sound meter that meets or exceeds the most current version of ANSI S1.4 specifications for a Type II sound meter. Documentation of the sound pressure level measurements shall be provided to Genoa Township within sixty (60) days of the commercial operation of the project.
  - b. A visual impact simulation showing the completed site as proposed on the submitted site plan. The visual impact simulation shall be from four viewable angles and conducted adjacent to property lines or the lease unit boundaries.
  - c. A copy of an environment analysis by a qualified professional to identify and assess any potential impacts on the natural environment including, but not limited to wetlands and other fragile ecosystems, historical and cultural sites, and antiquities. The applicant shall take appropriate measures to minimize, eliminate or mitigate adverse impacts identified in the analysis, and shall show those measures on the site plan. The applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts.
  - d. A copy of an avian and wildlife impact analysis by a qualified professional to identify and assess any potential impacts on wildlife and endangered species. The applicant shall take appropriate measures to minimize, eliminate or mitigate adverse impacts identified in the analysis, and shall show those measures on the site plan. The applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts. (Sites requiring special scrutiny include wildlife refuges, other areas where birds are highly concentrated, bat hibernacula, wooded ridge tops that attract wildlife, sites that are frequented by federally and/or state listed endangered species of birds and bats, significant bird migration pathways, and areas that have landscape features known to attract large numbers of raptor.)

1. At a minimum, the analysis shall include a thorough review of existing information regarding species and potential habitats in the vicinity of the project area. Where appropriate, surveys for bats, raptors, and general avian use should be conducted. The analysis shall include the potential effects on species listed under the federal Endangered Species Act and Michigan's Endangered Species Protection Law.
  2. The analysis shall indicate whether a post construction wildlife mortality study will be conducted and, if not, the reasons why such a study does not need to be conducted.
- e. A copy of a shadow flicker analysis for residential buildings and livestock areas within one thousand (1,000) feet of the proposed system. The analysis shall to identify the locations of shadow flicker that may be caused by the project and the expected durations of the flicker at these locations from sun-rise to sun-set over the course of a year. The analysis shall identify problem areas where shadow flicker may affect residents and livestock within one thousand (1,000) feet. The analysis shall also show measures that shall be taken to eliminate or mitigate the problems.
- f. A second site plan which shows the restoration plan for the site after completion of the project which includes the following supporting documentation:
1. The anticipated life of the project.
  2. The estimated decommissioning costs net of salvage value in current dollars.
  3. The method of ensuring that funds will be available for decommissioning and restoration.
  4. The anticipated manner in which the project will be decommissioned and the site restored.
- g. A description of the complaint resolution process developed by the applicant to resolve complaints from nearby residents concerning the construction or operation of the project. The process may use an independent mediator or arbitrator and shall include a time limit for acting on a complaint. The process shall not preclude the local government from acting on a complaint. During construction the applicant shall maintain and make available to nearby residents a telephone number where a project representative can be reached during normal business hours.

(as amended 3/5/10)

**ARTICLE 14  
PARKING AND LOADING-UNLOADING STANDARDS**

Sec. 14.01 **STATEMENT OF PURPOSE**

The purpose of this Section is to reduce or prevent traffic congestion and a shortage of parking facilities in the Township at the time of erection, enlargement or change in use, of any principal building or structure. Off-street parking and loading areas are to be designed, maintained and operated in a manner that will ensure their efficient use, promote public safety, improve aesthetics and, where appropriate, protect surrounding uses from undesirable impacts.

Sec. 14.02 **GENERAL REQUIREMENTS**

14.02.01 **Single Family Residential Parking.** Off-street parking spaces for single family detached units on individual lots shall consist of a parking strip, driveway, garage, or combination thereof, and shall be located on the premises they are intended to serve.

14.02.02 **Non-single family Residential Parking.** Parking areas other than for single family detached homes or duplexes on individual lots shall be approved as part of a site plan. Minor changes to the parking layout, as determined by the Zoning Administrator, shall require submittal of a parking plan which indicates property lines, existing and proposed ground elevations at two (2) foot contour intervals, the number of spaces, calculations for meeting the minimum space requirements of this Article, dimensions of aisles, driveways and typical parking stalls, location of curbs and curb blocks, location and size of signs, existing and proposed landscaping, existing and proposed lighting and drainage facilities.

14.02.03 **Parking Location.** Parking spaces shall be provided either on the same lot, within lots under the same ownership or where a shared parking easement is provided on an adjacent lot within three-hundred (300) feet of the building it is intended to serve, measured from the nearest public building entrance to the nearest parking space of the off-street parking lot.

14.02.04 **Shared Parking.** Where two or more uses are present on the premises, parking requirements shall be calculated for each use, unless a shared parking arrangement is approved by the Planning Commission. Two (2) or more buildings or uses may collectively provide the required off-street parking, in which case the required number of parking spaces for the uses calculated individually may be reduced by up to thirty percent (30%) if a signed agreement is provided by the property owners, and the Planning Commission determines that the peak usage will occur at different periods of the day.

14.02.05 **Banked Parking.** Where the property owner can demonstrate that the required amount of parking is excessive, the Planning Commission may approve a smaller parking area, provided that area of sufficient size to meet the parking space requirements of this Article, along with required drainage, is retained as open space, and the owner agrees to construct the additional parking at the direction of the Planning Commission based on observed usage within six (6) months of being informed of such request in writing by the Zoning Administrator. The site plan shall note the area where parking is being deferred, including dimensions and dotted parking lot layout.

14.02.06 **Limits on Excessive Parking.** In order to minimize excessive areas of pavement which reduces aesthetic standards and contribute to high rates of storm water runoff, exceeding the minimum parking space requirements by more than twenty percent (20%) shall only be

allowed with approval by the Planning Commission. In granting such additional space, the Planning Commission shall determine that such parking will be required, based on documented evidence, to accommodate the use on a typical day.

14.02.07 **Carports and Garages.** Carports and garages for multiple-family dwellings shall be calculated as parking spaces on a one to one basis. Carports and garages in multiple-family dwelling developments shall have a maximum height of fourteen (14) feet, measured from the grade to the peak of the structure. Carports shall be at least partially screened on the sides or front end facing any public or internal street or drive.

Sec. 14.03 **FLOOR AREA UNITS OF MEASUREMENT FOR PARKING**

14.03.01 **Gross Floor Area.** Where floor area is the unit for determining the required number of off-street parking and loading spaces, said unit shall mean the gross floor area (GFA), unless otherwise noted.

14.03.02 **Gross Leasable Floor Area.** Where the floor area measurement is specified as gross leasable floor area (GLA), parking requirements shall apply to all internal building areas excluding the floor area used for incidental service, storage, mechanical equipment rooms, heating/cooling systems and similar uses, and other areas not intended for use by the general public. Where these areas are not yet defined, leasable floor area shall be considered to be eighty-five percent (85%) of the gross floor area.

14.03.03 **Bench Seating.** In calculating bench seating for places of assembly, each twenty-four (24) inches of benches, pews or other such seating shall be counted as one seat.

14.03.04 **Employees.** Where the number of spaces required is based on the number of employees, calculations shall be based upon the maximum number of employees likely to be on the premises during the peak shift.

14.03.05 **Fractional Requirements.** When units of measurements determining the number of required parking or loading spaces result in a fractional space, any fraction shall be counted as one (1) additional space.

Sec 14.04 **PARKING SPACE NUMERICAL REQUIREMENTS**

The minimum number of off-street parking spaces shall be determined by the type of use in accordance with the following schedule. For uses not specifically listed below, the required parking shall be in accordance with that of a similar use as determined by the Zoning Administrator, or determined by the Planning Commission based on documentation regarding the specific parking needs of the use.

Use	Minimum Number of Parking Spaces Per Unit of Measure
<b>Residential</b>	
Single-family and two-family residential	2 for each dwelling unit
Multiple-family residential	1.5 spaces per each efficiency or 1 bedroom dwelling unit, 2.0 spaces per each unit with 2 or more bedrooms
Manufactured housing park	2 for each mobile home unit or site and 1 for each employee of the mobile home park
<b>Housing for the Elderly</b>	
Senior independent units	1.5 spaces per unit

GENOA TOWNSHIP ZONING ORDINANCE

Use	Minimum Number of Parking Spaces Per Unit of Measure
Senior "interim care" and" intermediate care" units retirement villages, etc.	1 space per each room or two beds, whichever is less, plus 1 space per each employee expected during the peak shift
Convalescent/nursing home	1 space per each three beds or two rooms, whichever is less plus 1 space for each employee during the peak shift
<b>Institutional</b>	
Churches and similar places of worship	1 space for each 3 seats or 6 feet of pews in the main unit of worship
Municipal office buildings	1 space per 250 sq. ft. gross floor area
Elementary and junior high schools	1 space for each 1 teacher, employee, or administrator in addition to the requirements for auditorium or stadium
Senior high schools, colleges and commercial schools	1 for each one teacher, employee, or administrator, and 1 for each 10 students, in addition to the requirements of the auditorium or stadium, whichever seats more
Auditoriums, assembly halls and outdoor arenas/stadiums	1 space per each 3 seats or 6 feet of bleachers
Community Centers	1 space per 100 square feet of gross floor area
Public recreation centers	1 space per 200 square feet of gross floor area
Private clubs, lodge halls, union halls, fraternal orders, civic clubs and similar uses	1 space for each 3 persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes
Library	1 space for each 350 square feet of gross floor area
Child care centers	2 spaces plus 1 additional space for each 8 children of licensed authorized capacity
Group day care and foster care group homes	1 space per 4 clients plus 1 space per each employee
<b>Office</b>	
Banks credit union or savings and loans	1 space for each 200 square feet of gross floor space, plus 2 spaces for each ATM. Drive-up windows shall be provided 4.0 stacking spaces for the first window, plus 3.0 spaces for each additional window
Business offices or professional offices except medical offices	1 space for each 300 square feet of gross floor area
Medical offices of doctors, dentists or similar professions	1 space for each 200 square feet of gross floor area
Medical clinics, outpatient centers, 24 hour urgent care centers, etc.	2 spaces per exam or outpatient procedure/operating room, plus, 1 space per laboratory or recovery room, plus 1 space for each 2 rooms for employee parking
Hospitals	2 spaces per inpatient bed plus 1 space per each 200 square feet of office or outpatient area
<b>Retail</b>	
Retail stores except as otherwise specified herein	1 space for each 250 square feet of gross floor space
Shopping centers with multiple tenants	1 space for each 250 square feet of gross retail floor area for the first 50,000 square feet. One for each 275 square feet for the next 50,000 to 450,000 square feet of gross retail floor area. One for each 300 square feet for that area in excess of 450,000 square feet of gross retail floor area. Non-retail uses such as restaurants, bars and theaters shall be calculated separately based upon their respective requirements
Home appliance and electronics stores	1 space per 250 sq. ft. gross leasable floor area
Furniture/carpet stores	1 spaces per 700 sq. ft. gross leasable floor area
Auto service (gas) stations	2 spaces per each service bay, plus 2 spaces per employee, plus 1 space per each tow truck, plus 1 space for each 500 square feet devoted to sales of automotive goods or convenience items

GENOA TOWNSHIP ZONING ORDINANCE

Use	Minimum Number of Parking Spaces Per Unit of Measure
Automobile and motor cycle sales	1 space per 200 sq. ft. gross leasable floor area, plus 3 spaces per each auto service bay
Recreational vehicle, boat, mobile home and similar sales	1 space per 800 sq. ft. gross leasable floor area, plus 2 spaces per each vehicle sales service bay
Home improvement centers	1 space per 300 square feet of useable floor area
Outdoor commercial display & sales	1 space for each 800 square feet of land area being used for display
Wholesale establishments	1 space per each 500 sq. ft. of gross floor area
<b>Food and Beverage</b>	
Bars, lounges, taverns, nightclubs (majority of sales consist of alcoholic beverages)	1 space per each 60 square feet of useable floor area or 1 per two seats, whichever is greater
Drive-in Restaurant	1 space for each employee in addition to spaces for customers at service stations, plus any parking required for indoor seating
Drive-through restaurant	1 space per 70 sq. ft. gross leasable floor area or 0.5 spaces per seat, whichever is greater, plus 3 designated drive-through short term waiting spaces, plus 10 stacking spaces for drive through service which do not conflict with use of required spaces, plus at least 2 longer spaces designated for recreational vehicles and semi-trucks
Carry-out Restaurant with less than 6 tables)	6 spaces per service or counter station, plus 1 space for each employee
Coffee house	1 space per 70 sq. ft. gross leasable floor area
Open front Restaurants such as: dairy bars and fruit, and vegetable stands	10 spaces plus 1 space per employee
Standard sit-down restaurants without liquor license	1 space for each 100 square feet of gross floor area or one for each two seats, whichever is the greater, plus up to 5 longer spaces designated for recreational vehicles and semi-trucks
Standard sit-down restaurants with liquor license	1 space for each 70 square feet of gross floor area or 1 per two seats, whichever is greater
<b>Commercial Services</b>	
Automobile repair	2 spaces per each service bay, plus 1 spaces per employee, plus 1 space per each tow truck
Automobile quick oil change	2 stacking spaces for each service stall, rack or pit plus 1 space for each employee
Automobile wash	2 spaces plus 1 space per each employee on peak shift, plus 15 stacking spaces per bay for a semi- or fully automatic car wash, 2 stacking spaces per bay for a self-serve car wash
Barber shop/beauty salons	2.5 spaces per each barber or beautician's chair/station
Dry Cleaners	1 space per 500 square feet of useable floor area
Laundromats and coin-operated dry cleaners	1 space for each 2 washing machines
Funeral homes	1 space per 50 sq. ft. of service parlors, chapels and reception area, plus 1 space per each funeral vehicle stored on premise
Motels/hotels with lounge, restaurant and conference	1 space per guest room plus 1 space per 100 sq. ft. of lounge, restaurant, conference or banquet rooms or exhibit space or banquet rooms
Motels with restaurant/lounge	1 space per guest room, plus 12 spaces per 1,000 sq. ft. of restaurant/lounge space
Motels without restaurant/lounge; bed-and breakfast inn	1 space per guest room, plus 2 spaces

GENOA TOWNSHIP ZONING ORDINANCE

Use	Minimum Number of Parking Spaces Per Unit of Measure
Conference rooms, exhibit halls and similar uses	1 space per every two persons of capacity authorized by the Uniform Building Code, or 1 space per 100 sq. ft. gross floor area, whichever is greater plus the requirements of each individual use (i.e.; hotels, restaurants, etc.)
Self-storage mini-warehouse	minimum of 6 spaces
Video Rental Establishments	1 space per 150 square feet of useable floor area
<b>Recreational</b>	
Health fitness centers, athletic clubs, martial art schools and other similar uses	1 space for each 200 square feet of useable floor area
Bowling centers	5 spaces per lane plus 25% of the required parking for any lounge
Commercial outdoor recreation facilities (such as archery ranges, batting cages, etc.)	2 spaces for each batting cage, archery range or similar activity
Dancehalls, pool or billiard parlors, exhibition halls, and assembly halls without fixed seats	1 space for each three persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes or 1 space for each 200 square feet of gross floor area, whichever is greater
Golf course driving ranges	2 spaces per each 3 tees
Golf courses, miniature	1 space per each course hole
Golf courses, par three	3 spaces per each course hole
Golf course/country clubs	6 spaces per each course hole
Golf course banquet hall/lounges	0.5 spaces per seat, less spaces required for golf course
Ice/roller skating rinks	1 space per 165 sq. ft. gross floor area
Swimming pools	1 space per each 3 persons of capacity authorized by the building code
Racquetball/tennis centers	1 space per 1,000 sq. ft. gross floor area or 6 spaces per court, whichever is greater
Theaters and auditoriums	1 space for each 3 seats plus 1 space for each employees
Video Arcades	1 space per 50 sq. ft. gross leasable floor area, with a minimum of 6 spaces required
<b>Industrial</b>	
Light industrial, manufacturing, testing labs, research and development centers	1.5 spaces per 1,000 sq. ft. gross floor area, or 1.2 spaces per employee at peak shift, whichever is greater; plus 1 space for each corporate vehicle
Warehousing	1 space per each 1500 sq. ft. gross floor area, or 1 space per employee at peak shift, whichever is greater; plus 1 space for each corporate vehicle (separate standard provided for mini-storage)

Sec. 14.05 **BARRIER FREE PARKING REQUIREMENTS**

14.05.01 **Barrier Free Parking.** Within each parking lot, signed and marked barrier free spaces measuring twelve (12) feet in width shall be provided at a convenient location, in accordance with the following table. Barrier Free Parking Space Requirements shall be in accordance with the Michigan Department of Labor, Construction Code Commission, Barrier Free Design Division.

Total Spaces	# Required	Total Spaces	# Required
1 - 25	1	101 - 150	5
26 - 50	2	151 - 200	6
51 - 75	3	201 - 300	8
76 - 100	4	301 - 400	12
		over 400	12 plus 2 for every 250 or fraction thereof over 400

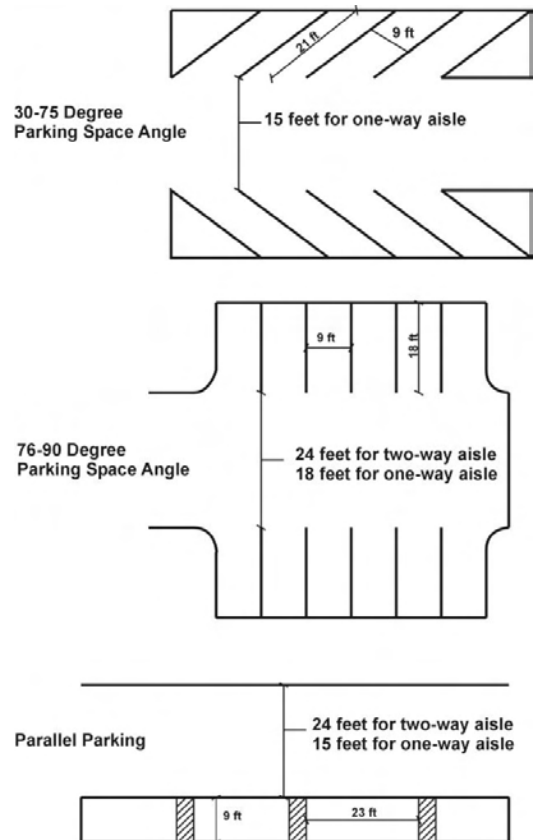
14.05.02 **Barrier Free Route.** Where a curb exists between a parking lot surface and a sidewalk entrance, an inclined approach or curb cut with a gradient of not more than a 1:12 slope and width of a minimum four (4) feet shall be provided for wheelchair access.

Sec. 14.06 **OFF-STREET PARKING SPACE DESIGN STANDARDS AND SETBACK REQUIREMENTS**

Where required, off-street parking facilities shall be designed, constructed and maintained according to the engineering design standards and regulations as follows.

14.06.01 **Pavement.** All driveways and parking lots, with the exception of those serving detached single family homes, shall be hard-surfaced with concrete or asphalt and shall have concrete curbing on all sides. Bumper blocks shall not be used in parking lots except where the Planning Commission determines they are necessary. The Planning Commission may approve Low Impact Development alternatives , such as permeable/grass pavers, and bioretention, based upon the review and recommendation of the Township engineer. (as amended 3/5/10)

14.06.02 **Drainage.** All parking lots shall be graded or drained to dispose of stormwater runoff. The Planning Commission may permit openings in the curbing for drainage purposes. No surface water from a commercial or industrial parking lot shall be permitted to drain directly onto adjoining property unless a drainage easement has been obtained. Discharge of drainage into a public right-of-way or municipal storm sewer shall require written approval of the County Drain Commission, the appropriate road agency and Township Engineer. Parking lot pavement, curbing and drainage shall be in accordance with Township specifications or approved by Township Engineer.





14.06.03 **Access.** Adequate ingress and egress to the parking facility shall be provided by clearly defined driveways. Parking lots shall be designed to prevent vehicles from backing into the street or requiring use of the street for maneuvering between parking rows.

14.06.04 **Dimensions.** All parking spaces and maneuvering aisles shall be designed and marked with dimensions described below.

	Parking space dimension		Aisle width	
	Width	Length	Two-way	One-way
76-90 degree	9 ft.	18 ft.	24 ft.	<del>24</del> 18 ft.
30-75 degree	9 ft.	<del>21</del> 8 ft.	24 ft.	15 ft.
Parallel pkg.	9 ft.	23 ft.	24 ft.	15 ft.

14.06.05 **Stacking Spaces.** Businesses that provide drive-through facilities are required to provide spaces for vehicles waiting in line. Required stacking spaces shall be a minimum nine (9) feet wide and twenty (20) feet in length with direct forward access to a service window of a drive-through facility. A stacking space shall be located to prevent any vehicles from extending onto the public right-of-way, or interfering with any pedestrian circulation, traffic maneuvering, or other parking space areas. Stacking spaces for drive-through or drive-in uses may not be counted as required parking spaces. (as amended 3/5/10)

14.06.06 **Parking Abutting Sidewalk.** Where a parking space abuts a sidewalk, the minimum parking space depth shall be measured from the edge of the curb. Where parking spaces overhang a seven (7) foot wide sidewalk or a curbed landscape area, two (2) feet may be deducted from the required length of the parking space.

14.06.07 **Parking Space Striping.** All parking spaces shall be marked with double (or loop) stripes at three (3) to four (4) inches wide and spaced 18 to 24 inches apart.

14.06.08 **Illumination.** All illumination of parking lots or display areas shall be designed, installed and/or shielded to prevent spillover onto adjacent properties, and shall be arranged to prohibit adverse affect on motorist visibility on adjacent public roadways. Parking lot lighting shall comply with the requirements of Section 12.03.

14.06.09 **Front Setbacks.** Parking lots and related maneuvering aisles shall meet the minimum setbacks from adjacent street right-of-way as shown in the Schedule of Regulations. Parking lot landscaping shall be provided in accordance with Section 12.02.

14.06.10 **Side and Rear Setbacks.** Parking lots shall have a minimum rear and side yard setback, which shall include either berming, and landscaping or a wall to screen headlights, designed according to the standards of Section 12.02.

14.06.11 **Waiver of Parking Lot Setbacks with Shared Access.** Side or rear parking lot setbacks may be reduced or waived by the Planning Commission where a shared access driveway, connected parking lots, frontage road, or rear service drive is provided.

Sec. 14.07 **PARKING LOT CONSTRUCTION AND MAINTENANCE**

14.07.01 **Plans.** Plans and specifications for parking areas shall be submitted to the Zoning Administrator prior to the issuance of a Building Permit. These plans shall include:

- (a) Existing and proposed grades;

(b) Indication that stormwater run-off shall be accommodated on-site through approved drainage facilities, including catch basins, runoff calculations, pipe sizes and connections to existing drainage structures.

(c) Indication of surface and base materials to be used during construction.

14.07.02 **Installation.** Required parking lots shall be installed and completed before issuance of an occupancy permit by the Livingston County Building Department. The Zoning Administrator may grant a single extension for an additional six (6) months in the event of adverse weather conditions or unusual delays beyond the control of the property owner.

14.07.03 **Maintenance.** Pavement shall be maintained in good condition. The visibility of pavement markings delineating parking spaces and directional control shall be maintained.

Sec. 14.08 **OFF-STREET LOADING AND UNLOADING AREAS**

On premise space for standing, loading and unloading vehicles shall be provided for each use involving the receipt or distribution of goods. The Planning Commission may permit central loading areas to be shared by multiple uses, such as in a retail shopping center or office park.

14.08.01 **Traffic Flow.** The size of the loading area shall be sufficient to prevent undue interference with adjacent required parking spaces, maneuvering aisles, or traffic flow on public streets.

14.08.02 **Alleys.** Where an alley exists at the rear of the building, the required loading area may be computed from the centerline of the alley.

14.08.03 **Location.** Loading/unloading areas and docks shall not be provided in the front yard or on any building side facing and directly visible to a public street. Where possible, loading areas shall be integrated into the design of the building to minimize visibility.

14.08.04 **Screening.** Loading docks and loading areas facing a residential district shall be adequately screened by a wall and/or landscaping.

14.08.05 **Not Included with Parking.** Required loading areas shall not be included in calculations for off-street parking space requirements.

14.08.06 **Size.** The size of all required loading/unloading spaces shall be at least ten (10) feet by fifty (50) feet or five-hundred (500) square feet in area, with a clearance of at least fourteen (14) feet in height. The Planning Commission may modify this requirement for uses that will involve smaller delivery trucks such as offices.

14.08.07 **Pavement.** Loading dock approaches shall be constructed of an asphalt or Portland cement binder with a base sufficient to accommodate expected vehicle weight.

14.08.08 **Number.** The minimum number of loading spaces shall be provided in accordance with the following table:

<b>Institutional, Commercial and Office Uses</b>	
Up to 5,000 sq. ft. GFA	1 space
5,001 - 60,000 sq. ft. GFA	1 space, plus 1.0 space per each additional 20,000 sq. ft. GFA
60,001 sq. ft. GFA and over	3 spaces, plus 1.0 space per each additional 50,000 sq. ft. GFA
<b>Industrial Uses</b>	
up to 1,400 sq. ft. GFA	0

1,401 - 20,000 sq. ft. GFA	1 space
20,001 - 100,000 sq. ft. GFA	1 space, plus 1.0 space per each additional 20,000 sq. ft. GFA in excess of 20,000 sq. ft.
100,001 sq. ft. GFA and over	5 spaces

Sec. 14.09 **MAINTENANCE AND RESTRICTIONS ON THE USE OF PARKING LOTS AND LOADING AREAS**

- 14.09.01 **Prohibition on Storage.** The use of required parking and loading areas for material storage, refuse storage stations/dumpsters, storage or display of vehicles and/or merchandise, or for vehicle or machinery repair or maintenance is expressly prohibited. The use of semi-trailers for storage purposes on the premises for five (5) or more consecutive days is prohibited.
- 14.09.02 **Garage Use.** Accessory garages shall only be used to store vehicles or equipment associated with a Permitted Use unless a private leasing garage or storage area is approved by the Planning Commission.
- 14.09.03 **Change to Parking.** Any area once designated as required off-street parking shall not be changed to any other use unless and until equal facilities meeting the standards of this Section are provided elsewhere or the parking requirements of the site change.
- 14.09.04 **Maintenance of Parking.** All off-street parking and loading facilities required by this Article shall be maintained free of accumulated snow, debris or other materials which prevent full use and occupancy of such facilities in accordance with the intent of this Article, except for temporary periods of no more that five (5) days in the event of heavy rainfall or snowfall.

(as amended 12/31/06)

**ARTICLE 16  
SIGN STANDARDS**

**Sec. 16.01 STATEMENT OF PURPOSE**

The purpose of this article is to regulate signs and outdoor advertising within Genoa Township to protect public safety, health and welfare; minimize abundance and size of signs to reduce motorist distraction and loss of sight distance; promote public convenience; preserve property values; support and complement objectives of the Township Master Plan and this Zoning Ordinance; and enhance the aesthetic appearance within the Township. The standards contained herein are intended to be content neutral. These objectives are accomplished by establishing the minimum amount of regulations necessary concerning the size, placement, construction, illumination and other aspects of signs in the Township in order to:

- 16.01.01 Recognize that the proliferation of signs is unduly distracting to motorists and non-motorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces desired uniform traffic flow, and creates potential for accidents.
- 16.01.02 Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.
- 16.01.03 Eliminate potential conflicts between business signs and traffic control signs, which could create confusion and hazardous consequences.
- 16.01.04 Recognize that the principal intent of commercial signs, to meet the purpose of these standards and serve the public interest, should be for identification of an establishment on the premises, and not for advertising special events, brand names or off-premise activities, as these can be advertised more appropriately by other methods.
- 16.01.05 Enable the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the number and placement of signs.
- 16.01.06 Prevent placement of signs which will conceal or obscure signs of adjacent uses.
- 16.01.07 Protect the public right to receive messages, especially non-commercial messages such as religious, political, economic, social, philosophical and other types of information protected by the First Amendment of the U.S. Constitution.
- 16.01.08 Prevent off-premise signs from conflicting with land uses.
- 16.01.09 Maintain and improve the image of the Township by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings.
- 16.01.10 Prohibit portable commercial signs in recognition of their significant negative impact on traffic safety and aesthetics.

Sec. 16.02 **DEFINITIONS**

- 16.02.01 **Business center:** a grouping of two or more business establishments on one or more parcels of property which may share parking and access and are linked architecturally or otherwise present the appearance of a unified grouping of businesses. A business center shall be considered one use for the purposes of determining the maximum number of monument signs. A vehicle dealership shall be considered a business center regardless of the number or type of models or makes available, however, used vehicle sales shall be considered a separate use in determining the maximum number of signs, provided that the used sales section of the lot includes at least twenty-five percent (25%) of the available sales area.
- 16.02.02 **Banner:** a fabric, plastic or other non-rigid material sign without enclosing structural framework.
- 16.02.03 **Canopy sign:** a non-rigid fabric marquee or awning-type structure which is attached to the building by supporting framework, which includes a business identification message, symbol and/or logo.
- 16.02.04 **Changeable message sign, electronic:** a sign that provides a display created by electronic means such as lights, television, or liquid crystal display.
- 16.02.05 **Changeable message sign, manual:** a reader board attached to a sign or the exterior of a wall where copy is changed manually.
- 16.02.06 **Construction sign:** a sign identifying the name(s) of project owners, contractors, developers, architects, designers, engineers, landscape architects and financiers of a project being constructed or improved; and not including advertising of any product or announcement of space availability.
- 16.02.07 **Directional sign:** a sign which assists motorists in determining or confirming a correct route; specifically enter, exit and parking signs.
- 16.02.08 **Menu board:** a restaurant sign that displays menu items and prices and may include a communication system for placing food orders and digital display of order.
- 16.02.~~08~~09 **Monument sign:** A three-dimensional, self-supporting, solid base-mounted freestanding sign, consisting of two (2) or more sides extending up from the base, and upon which a message, business, group of businesses or center name is affixed.
- 16.02.~~09~~10 **Moving Sign:** A sign in which the sign itself or any portion of the sign moves or revolves. A “rotating sign” is a type of moving sign. Such motion does not refer to the method of changing the message on the sign.
- 16.02.~~10~~11 **Nit:** A unit of illuminative brightness equal to one (1) candela per square meter (cd/m<sup>2</sup>), measured perpendicular to the rays of the source.
- 16.02.12 **Off-premise sign:** a sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located; a sign which directs travelers or provides a message unrelated to the site on which the sign is located, e.g. billboards.
- 16.02.~~11~~13 **On-premise sign:** a sign providing the address and name of owner of a parcel of land; a sign advertising a business, service or product sold or produced on the same site or parcel.

- | 16.02.~~42~~14 **Pole sign:** a sign supported on the ground by a pole and not attached to any building or other structure.
- | 16.02.~~43~~15 **Political sign:** a temporary sign used in connection with local, state or national elections.
- | 16.02.~~44~~16 **Portable sign:** a sign designed to be moved from place to place, whether or not it is permanently attached to the ground or structure. This includes hot-air and gas filled balloons, sandwich boards, banners, pennants, streamers, festoons, ribbons, tinsel, pinwheels, non-governmental flags and searchlights; but excludes political signs, real estate signs, construction signs, permanent changeable message signs, and regulatory/government signs.
- | 16.~~02~~15~~02~~17 **Projecting sign:** a sign, other than a wall sign, that is affixed to any building or wall and whose leading edge extends more than twelve (12) inches beyond such building or wall.
- | 16.02.~~46~~18 **Real estate sign:** an on-premise temporary sign advertising the availability of property or structures for sale or lease.
- | 16.02.~~47~~19 **Regulatory sign:** a sign installed by a public agency to direct traffic flow, regulate traffic operations and provide information that conforms to the Michigan Manual of Uniform Traffic Control Devices.
- | 16.02.~~48~~20 **Roof sign:** a sign that is located above the top of the wall of a flat roof building, above the eave on a pitched roof building or above the deck line of a mansard roofed building.
- | 16.02.~~49~~21 **Sign:** any device, structure, fixture, figure, banner, pennant, flag, balloon or placard consisting of written copy, symbols, logos and/or graphics, designed for the purpose of identifying or bringing attention to an establishment, product, goods, services or other message to the general public.
- | 16.02.~~20~~22 **Temporary grand opening signs:** a temporary sign used to announce the grand opening of businesses which are new to a particular location or under new ownership.
- | 16.02.~~21~~23 **Wall sign:** a sign attached parallel to and extending not more than twelve (12) inches from the wall of the building. Painted signs, signs which consist of individual letters, cabinet signs, and signs mounted on the face of a mansard roof shall be considered wall signs.
- | 16.02.~~22~~24 **Window sign:** signs which are affixed to a window or are positioned within two (2) feet of the inside of a window so that they are visible from the outside.

Sec. 16.03 **APPLICATION OF STANDARDS: EXEMPT SIGNS**

The following signs are specifically exempt from obtaining a sign permit but shall be required to comply with all other requirements of this ordinance:

- 16.03.01 **Business affiliation signs:** signs not exceeding a total of two (2) square feet per business indicating acceptance of credit cards or describing business affiliations and are attached to a permitted sign, exterior wall, building entrance or window.
- 16.03.02 **Construction signs:** provided that there shall be only one such sign per development project; with a maximum height of six (6) feet and not exceeding sixteen (16) square feet in area for residential projects; a maximum height of six (6) feet and not exceeding thirty-two (32)

GENOA TOWNSHIP ZONING ORDINANCE

---

square feet in area for non-residential projects; setback a minimum fifteen (15) feet from any property line or public street right-of-way; and that such signs shall be erected during the construction period only and shall be removed fourteen (14) days after an occupancy permit is issued.

- 16.03.03 **Flags:** insignia of any nation, state, community organization, college or university.
- 16.03.04 **Garage sale and estate sale signs:** provided that they are not attached to public utility poles and do not exceed six (6) square feet in area; and that they are erected no more than ten (10) business days before and are removed within one (1) business day after the announced sale. Garage and estate sale signs may be placed within the public street right-of-way provided that the signs does not obstruct visibility. (as amended 3/5/10)
- 16.03.05 **Gas station pump island signs:** ~~located on~~attached to the ~~pumps~~structural supports ~~identifying "self serve" and "full serve" operations,~~ provided ~~that there is no business identification or advertising copy on such signs,~~ that there are no more than two (2) such signs per pump island and that such signs do not exceed four (4) square feet in area.
- 16.03.06 **Historical marker:** plaques or signs describing state or national designation as an historic site or structure and/or containing narrative, not exceeding twelve (12) square feet in area.
- 16.03.07 **Integral signs:** names of buildings, dates of erection, monumental citations, commemorative tablets when carved into stone, concrete or similar material or made of bronze, aluminum or other noncombustible material and made an integral part of the structure and not exceeding twenty-five (25) square feet in area.
- 16.03.08 **Miscellaneous signs:** on vending machines, gas pumps, and ice containers indicating the contents or announcing on-premise sales, provided that the sign on each device does not exceed two (2) square feet in area.
- 16.03.09 **Model signs:** temporary signs directing the public to a model home or unit, which do not exceed six (6) square feet in area and are located onsite.
- 16.03.10 **Non-commercial signs:** signs containing non-commercial messages, such as those designating the location of public telephones, restrooms, restrictions on smoking and restrictions on building entrances, provided that such signs do not exceed two (2) square feet in area.
- 16.03.11 **Municipal and nNon-profit organization signs:** local government, church, school, museum, library, public park or other non-profit institution ~~bulletin boards that are~~ permanent signs with a minimum setback from the street right-of-way of ten (10) feet, which do not exceed twenty-five (25) square feet and are a maximum of six (6) feet in height.
- 16.03.12 **Owner/tenant signs:** address or occupant name and other signs of up to two (2) square feet in area mounted on the wall of an office building.
- 16.03.13 **Parking lot signs:** indicating restrictions on parking, when placed within a permitted parking lot, are a maximum of six (6) feet in height, and do not exceed four (4) square feet in area.
- 16.03.14 **Political signs:** provided such signs are not placed within the public street right-of-way line in a manner that obstructs visibility. (as amended 12/31/06)

GENOA TOWNSHIP ZONING ORDINANCE

- 16.03.15 **Real estate signs:** provided that there shall be only one real estate sign per parcel. For corner lots or through lots there ~~shall~~may be one real estate sign located within the front yard of each street frontage. The maximum height of any such sign shall be eight (8) feet and the maximum size of any such sign shall be twenty (20) square feet in all single family residential districts and thirty-six (36) square feet in multiple family, commercial and industrial districts. One additional open house shall be permitted for a period not to exceed two (2) days on the lot where the sale is taking place. (as amended 12/31/06)
- 16.03.16 **Regulatory, directional and street signs:** erected by a public agency in compliance with Michigan Manual of Uniform Traffic Control Devices Manual. Regulatory, directional and street signs shall be allowed within the required setback area provided such signs are not placed within the public street right-of-way line in a manner that obstructs visibility. (as amended 3/5/10)
- 16.03.17 **Rental office directional signs:** Up to two (2) signs identifying or directing motorists to a rental or management office in a multiple family development, provided that such signs are a maximum of four (4) feet in height, are setback a minimum of fifteen (15) feet from any property line or public right-of-way, and do not exceed three (3) square feet in area.
- 16.03.18 **Roadside stand signs:** provided that they meet the standard of Section 3.03.02(f) regarding their removal, that there are a maximum of three on any parcel and none exceed thirty-two (32) square feet in area.
- 16.03.19 **Street address signs (street numbers).** (as amended 12/31/06) Street address signs shall be allowed within the required setback area provided such signs are not placed within the public street right-of-way line in a manner that obstructs visibility. (as amended 3/5/10)
- 16.03.20 **Warning signs:** such as no trespassing, warning of electrical currents or animals, provided that such signs do not exceed six (6) square feet. Warning signs shall be allowed within the required setback area provided such signs are not placed within the public street right-of-way line in a manner that obstructs visibility. (as amended 3/5/10)
- 16.03.21 **Window signs:** window signs shall be permitted to occupy no more than twenty five (25%) of the area of each individual window except as provided for in 16.07.02(d).

Sec. 16.04 **PROHIBITED SIGNS**

The following signs shall be prohibited in any district in the Township:

- 16.04.01 **Commercial vehicles.** Commercial vehicles may not be used as signs. As determined by the Zoning Administrator. ~~No~~ a commercial vehicle may be parked on a business premises or an industrial lot for a time period not exceeding forty-eight (48) hours for the intended purpose, ~~as determined by the Zoning Administrator,~~ of advertising a product or serving as a business sign.
- 16.04.02 **String lights.** Exterior string lights used in connection with a commercial enterprise shall be prohibited, other than holiday decorations which are strung no more than sixty (60) days before the holiday and removed within ten (10) days following the holiday for which they were erected.
- 16.04.03 **Signs in right-of-way.** Non-regulatory signs placed in any public right-of-way, attached to a utility pole or affixed to a tree shall be prohibited. No sign in any zoning district shall be



GENOA TOWNSHIP ZONING ORDINANCE

erected or placed in the public right-of-way except as may otherwise be expressly authorized by this Ordinance. The Township retains the right to remove any signs found to be in violation of this section.

16.04.04 **Off-premise signs.** Signs shall only be permitted as an accessory use on the same lot as a principal permitted use. Off-premise signs that are not located on the same lot as the principal use they serve shall be prohibited. (as amended 3/5/10) No sign in any zoning district shall be erected or placed in the public right-of-way except as may otherwise be expressly authorized by this Ordinance. The Township retains the right to remove any signs found to be in violation of this section.

16.04.05 **Pole signs.** Pole signs shall be prohibited.

16.04.06 **Portable signs.** Portable signs shall be prohibited unless otherwise provided for in this ordinance.

16.04.07 **Roof signs.** Roof signs shall be prohibited.

16.04.08 **Moving.** Signs having moving members, or parts or emitting a sound shall be prohibited.

16.04.09 **Lights.** Signs using high intensity lights or flashing lights, spinners or animated devices; neon signs in agricultural or residential districts shall be prohibited.

16.04.10 **Obstruct vision.** Signs that obstruct vision or impair the vision of motorists or non-motorized travelers at any intersection, driveway, within a parking lot or loading area shall be prohibited. No sign in any zoning district shall be erected or placed in the public right-of-way except as may otherwise be expressly authorized by this Ordinance. The Township retains the right to remove any signs found to be in violation of this section.

16.04.11 **Emergency or traffic.** Signs that simulate or could in any way be confused with the lighting of emergency vehicles or traffic signals shall be prohibited.

16.04.12 **On Towers.** Any type of signage including logos shall not be permitted on a public or private radio, television, cellular phone, or water towers with the exception of the name of the municipality, unless approved by the Township Board as described in section 6.02.02(ep)(5).

~~16.04.13 **Electronic Message.** Electronic changeable message signs, as defined, shall be prohibited.~~

16.04.14 **Costumed people.** Any person dressed with a business logo or as a representation of a business logo/mascot for the purpose of drawing attention and advertising that business. (as amended 12/31/06)

16.04.15 **Exceeding size limits.** Any sign that exceeds the height or area limits of this article shall be prohibited. (as amended 3/5/10)

Sec. 16.05 **REQUIRED ADDRESS SIGN**

All residences and commercial/industrial buildings shall have an address sign which is clearly visible from the adjacent street.

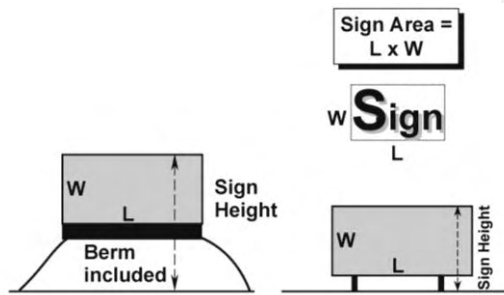
Sec. 16.06 **GENERAL STANDARDS FOR PERMITTED SIGNS**

Signs which are permitted as accessory uses serving a commercial or informational purpose may be permitted subject to the requirements of this section; provided that no such sign shall be erected or altered until approved by the Zoning Administrator and until a permit has been issued.

16.06.01 **Measurement of sign area:**

- (a) The area for signs shall be measured by calculating the square footage of the sign face, measured by enclosing the most protruding points or edges of a sign within a parallelogram or rectangle including any frame. On a monument sign, a decorative masonry base shall not be included in the sign area measurement.
- (b) Where a sign has two or more faces, the area of only the larger face shall be considered when calculating maximum size, provided all faces are part of the same structure, back-to-back, contain the same message and are separated by no more than two (2) feet.
- (c) The wall sign area square footage shall be determined by enclosing the portion of the wall which contains a message, lettering, symbol and/or logo within a parallelogram or rectangle. Signs placed on canopies shall also be counted towards the allowable wall sign area.

16.06.02 **Sign height:** The height of the sign shall be measured from the average grade to the upper-most point of the sign. Average grade shall be measured fifty (50) feet along the frontage from both sides of the sign. Placing a sign on top of a berm is permitted only if the berm is long enough to meet the average grade requirement and landscaping is provided on the berm.



16.06.03 **Sign setbacks:**

- (a) All signs, unless otherwise provided for, shall be setback a minimum of ten (10) feet from any public street right-of-way or property line. This distance shall be measured from the nearest edge of the sign, measured at a vertical line perpendicular to the ground to the right-of-way.
- (b) In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, a minimum clear vision area shall be maintained between a height of two (2) feet and six (6) feet within a triangular area measured twenty-five (25) feet back from intersection of public right-of-way lines. Greater clear vision areas may be required by the Michigan Department of Transportation or the Livingston County Road Commission in particular areas. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic control devices or street signs.

16.06.04 **Sign materials:** as permitted in the various zoning districts, signs shall be designed to be compatible with the character of building materials and landscaping to promote an overall unified and aesthetic effect in accordance with the standards set forth herein. Signs shall not be constructed from materials that are remnants or manufactured for a different purpose.

16.06.05 **Illumination:** Sign illumination shall comply with all of the following requirements:

- (a) Signs shall be illuminated only by steady, stationary shielded light sources directed solely at the sign, or internal to it.
- (b) Use of glaring undiffused lights or bulbs shall be prohibited. Lights shall be shaded so as not to project onto adjoining properties or thoroughfares.
- (c) Sign illumination that could distract motorists or otherwise create a traffic hazard shall be prohibited.
- (d) Illumination by bare bulbs or flames is prohibited.
- (e) Underground wiring shall be required for all illuminated signs not attached to a building.

(f) Electronic changeable message signs may be permitted subject to Section 16.07.02.

16.06.06 **Construction and maintenance:** Every sign shall be constructed and maintained in a manner consistent with the building code provisions and maintained in good structural condition at all times. All signs shall be kept neatly painted, stained, sealed or preserved including all metal parts and supports.

16.06.07 **Sign safety:** All signs erected, constructed, reconstructed, altered or moved shall be constructed in such a manner and of such materials so that they shall be able to withstand wind pressure of at least twenty (20) pounds per square foot. All signs, including any cables, guy wires or supports shall have a minimum clearance of four (4) feet from any electric fixture, street light or other public utility pole or standard.

Sec. 16.07 **SPECIFIC SIGN STANDARDS**

The number, display area and height of signs within the various zoning districts is provided in table 16.1 and its accompanying set of footnotes. Some additional standards for specific types of signs are given below:

16.07.01 **Canopy signs:** Canopy signs may project a maximum of six (6) feet from the edge of the building, measured horizontally parallel to the ground. Any sign area on the canopy shall be included in calculations of maximum wall sign square footage. (as amended 12/31/06)

16.07.02 Changeable message signs: Changeable message signs shall be permitted on any non-residential sign, subject to the following regulations:

(a) Only one changeable message signs shall be permitted per business. Changeable message signs shall only be part of one of the following types of conforming signs and shall be subject to the area, height, and placement requirements for that sign:

(1) A monument sign; or

(2) A window sign.

(b) Changeable message signs may not be added to a nonconforming sign.

- (c) The changeable message portion of a monument sign shall not exceed one-third (1/3) of the sign area and the remainder of the sign shall be of a permanent character.
- (d) Changeable message signs affixed or hung in a window shall be limited to one (1) per business or two (2) for businesses in corner units or lots and shall be a ~~no larger than twenty five percent (25%) of the window surface and shall be a~~ maximum of two (2) square feet in area.
- (e) Electronic changeable message signs shall meet all of the following requirements, in addition to (a) - (d) above:
  - (1) Electronic changeable message signs shall not exceed the following illuminative brightness:

<u>Time of Day</u>	<u>Brightness</u>	
	<u>Within 300 feet of residential district or use</u>	<u>At least 300 feet from residential district or use</u>
<u>Night time</u>	<u>300 nits (cd/m<sup>2</sup>)</u>	<u>500 nits (cd/m<sup>2</sup>)</u>
<u>Day time</u>	<u>3,500 nits (cd/m<sup>2</sup>)</u>	<u>5,000 nits (cd/m<sup>2</sup>)</u>

- (2) The message on an electronic changeable message sign may change a maximum of four (4) times per hour, except for time or temperature displays. At all other times the sign message and background must remain constant. If the sign is within 300 feet of a residential use or zoning district, the message shall remain static from dusk until dawn.
- (3) The lettering and/or message components on an electronic changeable message sign shall be comprised of one (1) color with a black or dark background. The lettering and/or message components being displayed at any given time shall not change, flash or fade to another color. The changeable message sign shall have a default design that will freeze the sign in a dark or blank position if a malfunction occurs.
- (4) Electronic changeable message signs shall not contain any moving, blinking, flashing, scrolling or animated parts nor have the appearance of having any movement or animation. Only static messages shall be displayed.
- (5) Electronic changeable message signs shall be located with a minimum separation distance of one hundred fifty (150) feet from any other electronic changeable message sign.
- (6) Electronic changeable message signs shall only be permitted in non-residential zoning districts.

16.07.~~0203~~ **Directional signs:** No more than one (1) directional sign shall be permitted per approved driveway, with a maximum sign area of four (4) square feet per sign, and a maximum height of three (3) feet. Any area of a directional sign that includes a business name, symbol or logo shall be calculated as part of the allowable monument sign square footage, as specified in table 16.1.

GENOA TOWNSHIP ZONING ORDINANCE

- 16.07.~~0304~~ **Menu board:** Up to two (2) ~~menu board signs each no greater than sixteen (16) square feet which display menu items, and contain a communication system for placing food orders shall be permitted per at an approved drive-through restaurant, which display menu items and may include a communication system for placing food orders and digital display of order. Each menu board shall be a maximum of sixteen (16) square feet, provided such~~ Menu board sign(s) ~~shall~~ **not be located** in the front yard.
- 16.07.~~0405~~ **Monument signs:** A minimum setback of ten (10) feet shall be provided from the right-of-way, when located to ensure adequate sight distance for motorists. Dimensional standards for monument signs are given in table 16.1.
- 16.07.~~0506~~ **Residential community or development identification signs:** One permanent sign per driveway which does not exceed thirty-six (36) square feet in area and a maximum height of six (6) feet identifying developments such as office complexes, a college, a subdivision, an apartment complex, condominium communities, senior housing complexes, mobile home parks and similar uses.
- 16.07.~~0607~~ **Temporary signs:** One temporary sign may be permitted on the site for a period not to exceed fourteen (14) days. A business shall only be allowed to use a temporary sign once during its stay at the same location or have new owners. The sign shall be no larger than thirty-five (35) square feet in surface display area per side and shall not exceed six (6) feet in height. Wind-blown devices, such as pennants, spinners, and streamers shall also be allowed on the site of the business advertising a grand opening for the fourteen day time period designated for the temporary sign.
- 16.07.~~0708~~ **Wall signs:** Signs shall not project beyond or overhang the wall or any permanent architectural feature by more than one (1) foot and shall not project above the roof or parapet ~~by more than one (1) foot from the structure surface to which it is attached.~~

**Table 16.1 Sign Dimensional Standards and Regulations**

DISTRICT (7)	WALL OR CANOPY SIGN		MONUMENT SIGN		
	MAX. NO. OF SIGNS <sup>(1)</sup>	MAX SIZE	MAX. NO. OF SIGNS <sup>(3)</sup>	MAX. SIZE <sup>(3,4,5)</sup>	MAX. HEIGHT
Agricultural Districts	1	10 sq. ft.	1	10 sq. ft.	6 ft.
Single Family Residential (6)	N/A	N/A	(See Exempt Signs)		
Multiple Family Residential	N/A	N/A	(See Exempt Signs)		
Mobile/Manufactured Home District	N/A	N/A	(See Exempt Signs)		
Neighborhood Service District	1 per business	10% of front facade <sup>(2)</sup>	1 <sup>(4)</sup>	72 sq. ft.	6 ft.
General Commercial District Regional Commercial District	1 per business	10% of front facade <sup>(2)</sup>	1 <sup>(4)</sup>	72 sq. ft.	6 ft.
Office-Service District	1 per business	10% of front facade <sup>(2)</sup>	1	72 sq. ft.	6 ft.
Recreational Facilities District	1	10% of front <sup>(2)</sup> facade	1 <sup>(4)</sup>	72 sq. ft.	6 ft.
Industrial District	1	10% of front <sup>(2)</sup> facade	1	60 sq. ft.	6 ft.
Planned Industrial and PUD Districts (7)	1	10% of front <sup>(2)</sup> facade	1	60 sq. ft.	6 ft.

**Footnotes to Table 16.1:**

- (1) One wall sign shall be allowed per business with its own public entrance. The sign may be attached to the façade that faces the street or on another façade where the business provides a public entrance; in either case, however, the sign may only be attached to a portion of the building that is occupied by the business. For a multi-tenant office building with common entrances, one (1) building identification sign shall be allowed.
- (2) The maximum wall sign shall not exceed ten percent (10%) of the facade of the building that the sign is attached to and is occupied by the business or one-hundred (100) square feet, per use or business establishment whichever is less. The maximum allowable wall sign area may be utilized in the following manner:
  - a. Two wall signs may be permitted for businesses located on a corner or through-lot. One sign, meeting the maximum allowable sign area, shall be permitted on each side of the building that fronts along the public right-of-way, including I-96.
  - b. At the discretion of the Planning Commission, two wall signs may be permitted for businesses located on an interior lot (non-corner lot) which under certain circumstances, such as obstructed views and building orientation, require additional visibility. The total collective sign area of the two signs may not exceed one-hundred (100) square feet.
  - c. Commercial structures containing one use or business establishment use, as determined by the Planning Commission, the size of the wall sign may be increased up to the maximum square footage given in the following table.
    1. 201 - 400 linear feet of building frontage facing a public street and having a public entrance = 150 square foot maximum wall sign area.
    2. Over 400 linear feet of building frontage facing a public street and having a public entrance = 200 square foot maximum wall sign area.
    3. The maximum wall sign can be increased by up to twenty percent (20%) if required number or size of landscape materials is exceeded by at least twenty percent (20%).
- (3) For buildings or lots having frontage and vehicular access along a second public street, I-96, or a business/retail shopping center, office center, or industrial park with a combined gross floor area over 60,000 square feet, a second sign or a larger sign may be permitted by the Planning Commission provided that the total sign area does not increase the maximum signs square footage listed for that district in the table above by more than fifty percent (50%). The Planning commission may also approve one (1) additional monument sign for each outlot with at least one hundred (100) feet of public street frontage provided the site provides shared access.
- (4) Any logo or business identification on any directional sign, or any logo or business identification area on a second sign at any driveway shall be included when calculating maximum sign area.
- (5) A ten (10) percent increase in the maximum permitted monument sign area is permitted if extensive landscaping and a decorative brick base consistent with the materials of the principal building are provided.
- (6) Refer to Section 16.07.~~05~~06 for residential identification signs.

GENOA TOWNSHIP ZONING ORDINANCE

---

(7) PUD District development agreements may provide for specific sign standards.

(as amended 12/31/06, 8/24/07 and 3/5/10)

**ARTICLE 25  
DEFINITIONS**

Sec. 25.01 **CONSTRUCTION OF LANGUAGE**

The following rules of construction apply to the text of this Ordinance:

- a. The particular shall control the general.
- b. In the case of any difference of meaning or implication between the text of this ordinance and any caption or illustration, the text shall control.
- c. The word "shall" is always mandatory and not discretionary. The word "may" is permissive, with the decision made by the Township Zoning Administrator, Planning Commission, Township Board or Zoning Board of Appeals; as indicated.
- d. Words used in the present tense shall include the future and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
- e. The word "building" includes the word "structure." The word "build" includes the words "erect" and "construct." A "building" or "structure" includes any part thereof.
- f. The phrase "used for" includes "arranged for," "designed for," "intended for," "maintained for," or "occupied for."
- g. The term "including" means "including, but not limited to" and the term "such as" means "such as, but not limited to" unless otherwise noted.
- h. The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity recognizable as a "person" under the laws of Michigan.
- i. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions or events connected by the conjunction "and," "or," "either...or," the conjunction shall be interpreted as follows:
  - 1) "And" indicates that all the connected items, conditions, provisions or events shall apply.
  - 2) "Or" indicates that the connected items, conditions, provisions, or events may apply singly or in any combination (i.e. "or" also means "and/or").
  - 3) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- j. The terms "abutting" or "adjacent to" include property along the lot lines of the subject site including those in another community, but do not include lands separated by a public street right-of-way.
- k. The word "days" shall mean calendar days and include all weekend days and holidays.
- l. Terms not herein defined shall have the meaning customarily assigned to them.



Sec. 25.02 **DEFINITIONS**

**Access Management:** A technique to improve traffic operations and safety along a major roadway through the control of driveway locations and design; consideration of the relationship of traffic activity for properties adjacent to, and across from, one another; and the promotion of alternatives to direct access.

**Accessory Building Or Structure:** A detached structure on the same lot with, and of a nature customarily incidental and subordinate to, a principal structure, and occupied or devoted exclusively to an accessory use.

**Accessory Use:** A use which is clearly incidental to, customarily found in connection with and located on the same zoning lot, unless otherwise specified, as the principal use to which it is related.

When "accessory" is used in this Zoning Ordinance, it shall have the same meaning as accessory use.

An accessory use includes, but is not limited to, the following:

- a. Domestic or agricultural storage in a barn, shed, stable, tool room, garage or similar accessory building or other structure.
- b. Decks, whether attached or detached from a principal structure, porches, gazebos and playground equipment.
- c. Residential accommodations for servants or caretakers, when exclusively permitted.
- d. Swimming pools for the use by occupants of a residence, or their guests; and change rooms.
- e. A newsstand primarily for the convenience of the occupants of a building, which is located wholly within such building and has no exterior signs or displays.
- f. Storage of merchandise normally carried in stock in connection with a business or industrial use, and storage of goods used in or produced by commercial or industrial uses, unless such storage is excluded in the applicable district regulations. Outdoor display, sales and storage in a commercial or industrial district requires a Special Use Permit, as described in Article 12.
- g. Accessory off-street parking spaces, open or enclosed, subject to the accessory off-street parking regulations for the district in which the zoning lot is located (Article 14).
- h. Accessory off-street loading, subject to the off-street loading regulations for the district in which the zoning lot is located.
- i. Signs, subject to the standards contained in Article 16.
- j. Fences when constructed and located in accordance with the requirements of this Ordinance.
- k. Uses customary and clearly incidental to a principal use such as, offices of a manufacturing or warehousing use contained in the same principal structure. Where two or more activities take place within a principal building, the accessory use shall generally be the use occupying the least square footage or generating the least amount of traffic or other external impacts. Interpretation of accessory v. principal use shall be made by the Zoning Administrator.

**Adult Day Care:** A facility which provides care for over twelve (12) adults for less than 24 hours.

**Adult Care Facilities:** A facility for the care of adults, over eighteen (18) years of age, as licensed and regulated by the State under Michigan Public Act 218 of 1979, and rules promulgated by the State Department of Social Services. Such organizations shall be defined as follows:

- a. **Adult Foster Care Facility:** means a governmental or nongovernmental establishment that provides foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis but who do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.
- b. **Adult Foster Care Small Group Home:** means a private home with the approved capacity to receive 12 or fewer adults who are provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, 5 or more days a week, and for 2 or more consecutive weeks for compensation.
- c. **Adult Foster Care Large Group Home:** means a private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, 5 or more days a week, and for 2 or more consecutive weeks for compensation.
- d. **Adult Foster Care Family Home:** means a private home with the approved capacity to receive 6 or fewer adults to be provided with foster care for 5 or more days a week and for 2 or more consecutive weeks. The adult foster care family home licensee must be a member of the household and an occupant of the residence.
- e. **Congregate Facility:** Residence for more than twenty (20) adults.

**Adult Regulated Use:** for the purpose of this ordinance, the following definitions shall be classified as adult regulated uses (adult entertainment use or establishment):

- a. **Adult Book Or Video Store:** An establishment that has a substantial portion of its stock in trade and offers for sale, for any form of consideration, any one or more of the following: a.) books, magazines, periodicals, or other printed matter, or photographs, films, movies, motion pictures, video cassettes, compact disks, slides, or other visual representations that are characterized by an emphasis on matter depicting, describing or related to specified sexual activities or specific anatomical areas, as hereinafter defined.
- b. **Adult Smoking Or Sexual Paraphernalia Store:** An establishment having, as a substantial portion of its stock in trade and offers for sale, for any form of consideration, paraphernalia designed or usable for sexual stimulation or arousal or for smoking, ingesting or inhaling marijuana, narcotics or other stimulating or hallucinogenic drug-related substances.
- c. **Adult Theater or Entertainment Center:** An establishment used for live performances or presenting material by means of motion pictures, films, video tapes or receivers, photographic slides or other similar means of projection or display, which performances or material is distinguished or characterized by an emphasis on matter depicting, describing or related to specified anatomical areas or specified sexual activities, as hereinafter defined for observation by patrons therein, including an establishment which features any of the following: topless dancers and/or bottomless dancers, strippers, waiters, waitresses or employees.

- d. **Host or Hostess Establishment:** An establishment or club offering socialization with a host or hostess for a consideration to the host or hostess or for an admission or membership fee.
- e. **Massage Parlor:** An establishment having a substantial portion of its space devoted to massages of the human body or parts thereof by means or pressure, imposed friction, stroking, kneading, rubbing, tapping, pounding, vibrating or otherwise stimulating the same with hands, other parts of the human body, mechanical devices, creams, ointments, oils, alcohol or any other means of preparations to provide relaxation or enjoyment to the recipient. The following uses shall not be included in the definition of a massage parlor:
  - 1. establishments which routinely provide such services by a licensed physician, a licensed chiropractor, a licensed osteopath, a licensed physical therapist, a licensed nurse practitioner, a therapeutic massage practitioner as defined in this Ordinance or any other similarly licensed medical professional;
  - 2. fitness center;
  - 3. electrolysis treatment by a licensed operator of electrolysis equipment; and.
  - 4. hospitals, nursing homes, medical clinics or medical offices.
- f. **Sauna, Hot Tub or other Similar Health or Body Improvement or Enjoyment Enterprise:** An establishment having a substantial portion of its space devoted to saunas, hot tubs, whirlpools, sun lamps and similar body relaxing, soothing or improving facilities which are available for male and female customers with or without supervision or participation by employees or independent contractors of the business, excluding retail establishments which provide for the sale of new saunas, hot tubs or other similar health or body improvement or enjoyment items.
- g. **Specified Anatomical Areas:** Specified anatomical areas means and includes any one or more of the following: a) less than completely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areola; or b) human male genitals in a discernible turgid state, even if completely and opaquely covered.
- h. **Specified Sexual Activities:** Specified sexual activities means and includes any one or more of the following: a) the fondling or erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; b) human sex acts, normal or perverted, actual or simulated, including but not limited to intercourse, oral copulation, or sodomy; c) human masturbation, actual or simulated; d) human excretory functions as part of, or as related to, any of the activities described above; and e) physical violence, bondage, mutilation, or rape, actual or simulated, as part of or as related to, any of the activities described above.
- i. **Substantial Portion:** Substantial portion means a use or activity accounting for more than twenty (20%) percent of any one or more of the following: stock-in-trade, display space, floor space, or viewing time, movie display time, or entertainment time measured per month.

**Alteration:** Any change, addition or modification in construction or type of occupancy, or in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed".

**Animal, Domesticated (Pet):** An animal that is commonly considered capable of being trained or is capable of adapting to living in a human environment and being of use to human beings, and which is not likely to bite without provocation nor cause death, maiming or illness to human beings, including by way of example: bird (caged), fish, rodent (bred, such as a gerbil, rabbit, hamster or guinea pig), cat (domesticated), lizard (non-poisonous), and dog. Wild, vicious, or exotic animals shall not be considered domesticated. Animals bred, raised or boarded for commercial purposes are not considered pets.

**Animal, Non-Domesticated, Vicious Or Exotic:** Any animal that attacks, bites, or injures human beings or domesticated animals without adequate provocation, or which because of temperament, conditioning, or training, has a known propensity to attack, bite, or injure human beings or domesticated animals. Or, an animal from a species which is not commonly domesticated or kept as livestock, or which is not native to the State of Michigan, or a species which, irrespective of geographic origin, is of wild or predatory character, or which because of size, aggressive or vicious characteristics would constitute an unreasonable danger to human life or property if not kept, maintained or confined in a safe and secure manner, including any hybrid animal that is part exotic animal.

**Animal Shelter:** A facility operated by a licensed individual, humane society, a society for the prevention of cruelty to animals or any other similar institutions. A facility where animals are housed for an extended period of time and are available for adoption/placement.

**Apartments:** A suite of rooms or a room in a multiple-family building arranged and intended for a place of residence of a single-family or a group of individuals living together as a single housekeeping unit.

**Arcade:** The use of a building or a portion of a building for the location, operation, and placement of five (5) or more mechanical amusement devices. Mechanical amusement devices shall mean any device, apparatus, mechanical equipment or machine operated as amusement for required compensation. The term does not include vending machines used to dispense foodstuffs, toys, or other products for use and consumption.

**As-built plans:** Revised construction plans in accordance with all approved field changes.

**Auto repair establishment, major:** An automotive repair establishment which may conduct, in addition to activities defined below as "minor repairs," one or more of the following: general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles, collision service, such as body, frame, or fender straightening and repair; overall painting and undercoating of automobiles, major overhauling of engine requiring removal of cylinder-head or crank casepan, recapping or retreading of tires, steam cleaning and similar activities.

**Auto repair establishment, minor:** An automotive repair establishment that conducts maintenance and minor repair, including one or more of the following: oil change, tire and brake service, exhaust system repair, glass repair and audio, and alarm installation.

**Automobile Body Repair Station:** includes buildings and premises where, along with the sale of engine fuels, the following services may be carried out: general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles; collision service, such as body, frame or fender straightening and repair; overall painting and undercoating of automobiles.

**Automobile (Gasoline) Service Station:** includes buildings and premises for the primary purpose of the retail sales of gasoline (stored only in underground tanks), oil, grease, batteries, tires and other operational fluids and accessories for the automobile, and the installation of such commodities, and for other minor automobile repair not to include: auto refinishing, body work, dismantling of automobiles for the purpose of reuse or resale of parts, or storage of automobiles other than those in for immediate repair or service. Sales of convenience items shall be considered an accessory use when occupying no more than twenty-five percent (25%) of the gross floor area.

**Automobile Wash:** includes any building or structure or portion thereof containing facilities for washing motor vehicles using production line methods with a conveyor, blower, steam cleaning device or other mechanical washing devices; and shall also include coin and attendant operated drive-through, automatic

self-serve, track mounted units and similar high volume washing establishments, but shall not include hand washing operations in an "Automobile service station."

**Bar/lounge/tavern:** A bar or lounge is a type of restaurant which is operated primarily for the dispensing of alcoholic beverages, although the sale of prepared food or snacks may also be permitted. If a bar or lounge is part of a larger dining facility, it shall be defined as that part of the structure so designated or operated.

**Basement:** The portion of a building which is partially or wholly below grade but so located that the vertical distance from the mean grade to the floor is greater than the vertical distance from the mean grade to the ceiling (see Figure 25.1). A basement shall not be counted as a story.

**Bed and Breakfast Inn:** Shall mean any dwelling in which overnight accommodations are provided or offered for transient guest for compensation, including provision for a morning meal only for the overnight guest only. A bed and breakfast is distinguished from a motel in that a bed and breakfast establishment shall have only one set of kitchen facilities, employ only those living in the house or up to one (1) additional employee, and have facade style consistent with surrounding homes.

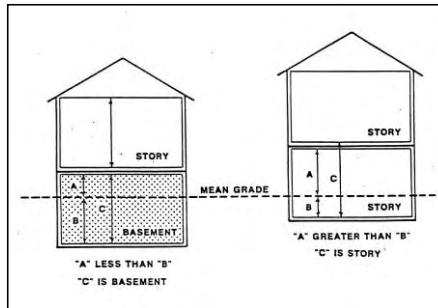


Figure 25.140 Basement

**Block:** The property abutting one side of a street and lying between the two nearest intersecting streets, crossing or terminating) or between the nearest such street and railroad right-of-way, unsubdivided acreage, lake, river or live stream; or between any of the foregoing and any other barrier to the continuity of development, or corporate boundary lines of the Municipality.

**Block Face:** Defined as and consists of those properties fronting along an existing right-of-way and located between the intersections of existing streets, or between intersections and dividers such as rivers, rail-roads, and other similar natural or man-made features.

**Board of Appeals:** (also referred to in this Zoning Ordinance as the Board of Zoning Appeals). The body established by the Township Board to exercise the authority granted by the Michigan Zoning Enabling Act (Public Act 110 of 2006). The jurisdiction of the Board of Appeals is described in Article 23. (as amended 12/31/06)

**Buffer Zone:** A strip of land with landscaping, berms or walls singularly or in combination required between certain zoning districts based on the landscaping standards of this zoning ordinance. The intent of the required buffer zones is to lessen visual and noise impacts.

**Building:** Any structure (excluding fences) either temporary or permanent, having a roof supported by columns or walls, and intended for the shelter, or enclosure of persons, animals, chattels, or property of any kind. A building shall include mobile homes, manufactured housing, sheds, garages, greenhouses, pole barns and used for the purposes of a building and similar structures. A building shall not include such structures as signs, fences or smokestacks, but shall include structures such as storage tanks, produce silos, coal bunkers, oil cracking towers, or similar structures.

**Building Envelope:** The ground area of a lot which is defined by the minimum setback and spacing requirements within which construction of a principal building and any attached accessory structures (such as a garage) is permitted by this Ordinance. For condominium developments, the building envelope shall be illustrated on a site plan.

**Building Height:** The vertical distance from the grade at the center of the front of the building to the highest point of the roof surface in a flat roof, to the deck line for mansard roofs, and to the beam height level between eaves and ridge for gable, hip and gambrel roofs (see Figure 25.2).

**Building Line:** A horizontal line parallel to a front, side or rear lot line which is located at the point of principal exterior wall or structural feature nearest the front, side or rear lot line, not including permitted yard projections. (See Figure 25.3)

**Building Permit:** An authorization issued by the Livingston County Building Department to move, erect or alter a structure within the Township.

**Business:** A company, enterprise or similar organization designed to provide goods or services to consumers. A business may provide goods or services to the public or cliental on-site, such as with retail sales, or be involved in the administration, production, distribution or storage of goods to be provided at another location, such as with manufacturing. A business may include any commercial, office, institutional or industrial use (see "Use"). (as amended 3/5/10)

**Caliper:** The diameter of a deciduous (canopy) tree trunk measured as follows:

- a. Existing trees are measured at four and one-half (4.5) feet above the average surrounding grade; and,
- b. Trees which are to be planted shall be measured twelve (12) inches above the average surrounding grade if the tree caliper is more than four (4) inches, or if the tree caliper is less than four (4) inches, it shall be measured at six (6) inches above the average surrounding grade.

**Caretaker (living quarters):** An independent residential dwelling unit or living area within a principal building designed for and occupied by no more than two (2) persons, where at least one (1) is employed to provide services or to look after goods, buildings, or property on the parcel on which the living quarters are located.

**Cemetery:** Land used or intended to be used for burial of the human dead and dedicated for such purposes. Cemeteries include accessory columbaria and mausoleums, but exclude crematories.

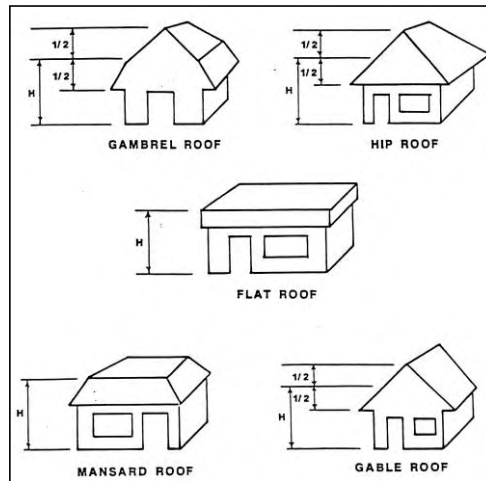


Figure 25.20 Building Height

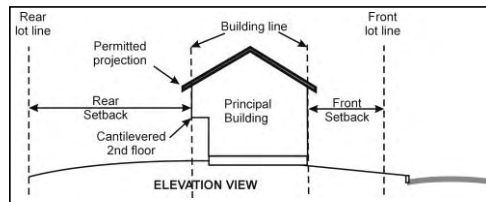


Figure 25.3 Building Line

**Child Care Facility:** A facility for the care of children under eighteen (18) years of age, as licensed and regulated by the State under Michigan Public Act 116 of 1973 and the associated rules promulgated by the State Department of Social Services. Such organizations shall be further defined as follows:

- a. **Child Care or Day Care Center:** A facility, other than a private residence, receiving more than six pre-school or school age children for group care for periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. It includes a facility which provides care for not less than two consecutive weeks, regardless of the number of hours of care per day.

The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. "Child care center" or "day care center" does not include a Sunday school conducted by a religious organization where children are cared for during short periods of time while persons responsible for such children are attending religious services.

- b. **Child Caring Institution:** A child care facility which is organized for the purpose of receiving minor children for care, maintenance, and supervision, usually on a 24 hour basis, in a building maintained for that purpose, and operates throughout the year. It includes a maternity home for the care of unmarried mothers who are minors, an agency group home, and institutions for mentally retarded or emotionally disturbed minor children. It does not include hospitals, nursing homes, boarding schools, or an adult foster care facility in which a child has been placed.
- c. **Foster Family Home:** A private home in which one but not more than four minor children, who are not related to an adult member of the household by blood, marriage, or adoption, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.
- d. **Foster Family Group Home:** A private home in which more than four but less than seven children, including children related to the caregiver by blood, marriage, or adoption, are provided care for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.
- e. **Family Day Care Home:** A private home in which up to six (6) minor children are received for care and supervision for periods of less than 24 hours a day, including children related to the caregiver by blood, marriage, or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.
- f. **Group Day Care Home:** A private home in which more than six but not more than 12 children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, including children related to the caregiver. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.

**Church or temple:** Any structure wherein persons regularly assemble for religious activity.

**Clear Vision Area:** An area of each lot near any street intersection or commercial driveway which shall remain clear of obstructions between a height of two (2) feet and six

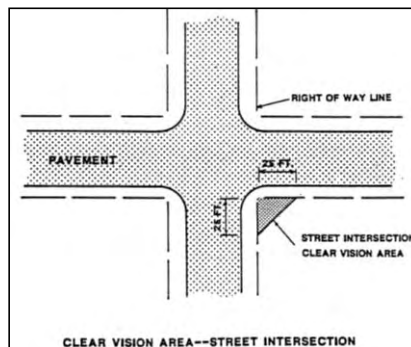


Figure 25.4 Clear Vision Area

(6) feet to ensure safe sight distance for motorists (see figure 25.4).

**Clinic, medical:** An establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians, dentists, or similar professionals. A medical clinic may incorporate customary laboratories and pharmacies incidental to or necessary for its operation or to the service of its patients, but may not include facilities for overnight patient care or major surgery.

**Club or fraternal organization:** An organization of persons for special purposes or for the promulgation of sports, arts, sciences, literature, politics, or the like, but not operated for profit or to espouse beliefs or further activity that is not in conformance with the constitution of the United States or any laws or ordinances. The facilities owned or used by such organization may be referred to as a "club" in this ordinance.

**Coffee Shop:** An establishment serving coffee beverages as its primary product to a customer in a ready-to-consume state. The preparation and sale of food or snacks to customers may also be permitted. The method of operation may include indoor and/or outdoor seating and may be characteristic of a carryout or drive-through restaurant or combination thereof. (as amended 3/5/10)

**Commercial vehicle:** Any vehicle bearing or required to bear commercial license plates and which falls into one or more of the categories listed below:

- a. truck tractor;
- b. semi-trailer, which shall include flat beds, stake beds, roll-off containers, tanker bodies, dump bodies and full or partial box-type enclosures;
- c. vehicles of a type that are commonly used for the delivery of ice cream, milk, bread, fruit or similar vending supply or delivery trucks. This category shall include vehicles of a similar nature which are also of a type commonly used by electrical, plumbing, heating and cooling, and other construction oriented contractors;
- d. tow trucks;
- e. commercial hauling trucks;
- f. vehicle repair service trucks;
- g. snow plowing trucks;
- h. any other vehicle with a commercial license plate having a gross vehicle weight in excess of ten thousand (10,000) pounds or a total length in excess of 22 feet.

**Condominium Act:** Michigan Act 59 of 1978, as amended.

**Condominium, Contractible:** A condominium project from which any portion of the submitted land or building may be withdrawn in pursuant to express provisions in the condominium documents and in accordance with the Genoa Township Code of Ordinances and the Condominium Act, Act 59 of the Public Acts of 1978, as amended.

**Condominium, Detached:** A residential condominium project designed to be similar in appearance to a conventional single-family subdivision.



**Condominium, General Common Element:** The common elements other than the limited common elements.

**Condominium, Limited Common Element:** A portion of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners.

**Condominium, Master Deed:** The condominium document recording the condominium project as approved by the Township Board to which is attached as exhibits and incorporated by reference the approved bylaws for the project and the approved condominium subdivision plan for the project.

**Condominium Setbacks:** Shall be measured as follows:

- a. **Front Yard Setback** - the minimum distance required between the public street right-of-way or private road easement line and the foundation of the unit site. Where there is not public right-of-way or access easement, the front yard setback shall be measured from the nearest pavement edge to the foundation of the unit site.
- b. **Side Yard Setback** - the minimum distance required between the limits of the development and the side of a unit or the distance between the side boundary of a site condominium and the side of a unit or half the distance between the sides of any adjacent units where there are no condominium sites.
- c. **Rear Yard Setback** - the minimum distance required between the limit of the development and the rear of the unit or the distance between the rear boundary of a site condominium and the rear of a unit or half the distance between the rear of any two adjacent units. Note: where the rear of a detached condominium faces the side of an adjacent condominium unit, the units shall be spaced a distance equal to the combined rear and side setbacks.

**Condominium, Site:** A condominium project containing or designed to contain structures or other improvements for residential commercial, office, industrial or other uses permitted in the zoning district in which it is located and in which each co-owner owns exclusive rights to a volume of space within which a structure or structure may be constructed as a condominium unit as described in a master deed.

**Condominium Unit:** The portion of the condominium project designed and intended for separate ownership as described in the Master Deed, regardless of whether it is intended for residential, office, industrial, business, recreational, use as a time-share unit, or any other type of use.

**Condominium Unit Site:** The area designating the perimeter within which the condominium unit must be built. After construction of the condominium unit, the balance of the condominium unit site shall become a limited common element. The term "condominium unit site" shall be equivalent to the term "lot," for purposes of determining compliance of a site condominium subdivision with provisions of this Ordinance pertaining to minimum lot size, minimum lot width, maximum lot coverage and maximum floor area ratio.

**Conference Center:** A multi-purpose facility whose primary purpose is to accommodate meetings, seminars, social and civic events, and conferences. Such a facility offers a total meeting environment which typically consists of meeting rooms, conference rooms, and catering uses that comprise continuous space. A conference center may include lodging facilities. A hotel/motel with at least 10,000 sq. ft of conference room facilities shall also be considered a conference center. Accessory uses may include dining areas, recreational facilities, specialty shops, that cater to conference center guests.

**Convalescent or Nursing Home:** A structure with sleeping rooms, where persons are housed or lodged and are furnished with meals, nursing and limited medical care.

**Day:** A calendar day unless otherwise stated.

**Day Care Center, Commercial:** see "Child Care Facility"

**Day Care Home:** see "Child Care Facility"

**Density:** The number of dwelling units situated on or to be developed per net acre of land. The following calculation shall be utilized in determining maximum density:

- a. The acreage exclusive of paragraphs (b) and (c) below shall be calculated at one-hundred percent (100%) toward the total site acreage.
- b. The acreage comprised of land within the 100-year floodplain elevation, or wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, shall be calculated at twenty five percent (25%) toward the total site acreage.
- c. All open bodies of water and public rights-of-way are excluded from density calculation.

**Development:** The proposed construction of a new building or other structure on a zoning lot, the relocation of an existing building on another zoning lot, or the use of open land for a new use. A development may include a site plan, a plot (building) plan, a condominium plan, a plat or a mobile home park.

**Dog Run:** A fenced in area designed specifically to enclose pets. (as amended 3/5/10)

**Drive-In Business:** A business establishment so developed that its retail or service character is dependent on providing a driveway approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle rather than within a building or structure, including customer communication facilities for banks or other uses. A drive-in restaurant is distinct from a drive-through restaurant in that the majority of drive-in patrons consume food and beverages while in the vehicle and parked on the premises.

**Drive-in Restaurant:** See "Restaurant, Drive-in."

**Drive-through Business:** A business establishment so developed that its retail or service character is wholly or partly dependent on providing a driveway approach and service windows or facilities for vehicles in order to serve patrons food and beverages in a ready-to-consume state from a drive-through window to patrons in motor vehicles. A drive-through restaurant may or may not also have indoor seating.

**Dwelling:** Any building, or part thereof, containing sleeping, kitchen, and bathroom facilities designed for and occupied by one family. In no case shall a travel trailer, motor home, automobile, tent or other portable building not defined as a recreational vehicle be considered a dwelling. In the case of mixed occupancy where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purposes of the Zoning Ordinance.

- a. **Manufacture Dwelling Unit:** A dwelling unit which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located.

- b. **Site Built Dwelling:** A dwelling unit which is substantially built, constructed, assembled, and finished on the premises upon which it is intended to serve as its final location. Site built dwelling units shall include dwelling units constructed of pre-cut materials, and panelized wall roof and floor sections when such sections require substantial assembly and finishing on the premises upon which it is intended to serve as its final location.
- c. **One-Family or Single-Family Detached Dwelling:** An independent, detached residential dwelling designed for and used or held ready for use by one family only.
- d. **Two-Family or Duplex Dwelling:** A detached building, designed exclusively for and occupied by two families living independently of each other, with separate housekeeping, cooking, and bathroom facilities for each.
- e. **Townhouse:** A self-contained single dwelling unit attached to a similar single dwelling unit with party or common walls, designed as part of a series of three (3) or more dwelling units, each with:
  - 1. a separate entryway with direct access to the outdoors at ground level,
  - 2. a separate basement, if applicable,
  - 3. a separate garage,
  - 4. separate utility connections, and,
  - 5. defined front and rear yards.

Townhouses may also be known as attached single family dwelling units, row houses, clustered single family dwellings or stack ranches. Any three or more attached dwellings not meeting the above criteria shall be considered an apartment or multiple family dwelling. (as amended 12/31/06)

- f. **Multiple-Family Dwelling:** A building designed for and occupied by three (3) or more families living independently, with separate housekeeping, cooking, and bathroom facilities for each. Multiple-family dwelling units may also be known as apartments, which have common entrances.
- g. **Apartment Dwelling:** An apartment is an attached dwelling unit with party or common walls, contained in a building with other dwelling units or sharing the occupancy of a building with other than a residential use. Apartments are commonly accessed by a common stair landing or walkway. Apartments are typically rented by the occupants, but may be condominiums. Apartment buildings often may have a central heating system and other central utility connections. Apartments typically do not have their own yard space. Apartments are also commonly known as garden apartments or flats. (as amended 12/31/06)

**Easement:** A right-of-way granted, but not dedicated, for limited use of private land for private, public or quasi-public purpose, such as for franchised utilities, a conservation easement or an access easement for a private road or service drive, and within which the owner of the property shall not erect any permanent structures.

**Engineering Standards:** Engineering Design Standards regulating storm water management systems site grading and soil erosion control, sanitary sewer, municipal water, parking lot design, private road design, and construction processes. The design standards are adopted by the Township Board and may be amended from time to time. (as amended 3/5/10)

**Essential Public Service:** The erection, construction, alteration, or maintenance by public utilities or any governmental department or commission of underground or overhead gas, electrical, steam, or water transmission or communication, supply or disposal systems, including poles, wires, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, railroad rights-of-way, traffic signals, hydrants, and other similar equipment and accessories in connection with, but not including, buildings. Non-governmental towers, radio and television towers, and cellular phone antennas are not considered to be essential public services.

**Essential Public Service Building:** A building or structure principal to an essential public service, such as a drop-off stations for residential recyclables, vehicle garages, telephone exchange buildings, electricity transformer stations or substations, and gas regulator stations. .

**Excavation:** Any breaking of ground, except farming or common household gardening and ground care.

**Family:** means either of the following:

- a. A domestic family which is one or more persons living together and related by the bonds of blood, marriage or adoption, together with servants of the principal occupants and not more than one additional unrelated person, with all of such individuals being domiciled together as a single, domestic, housekeeping unit in a dwelling.
- b. The functional equivalent of the domestic family which is persons living together in a dwelling unit whose relationship is of a permanent and distinct character and is the functional equivalent of a domestic family with a demonstrable and recognizable bond which constitutes the functional equivalent of the bonds which render the domestic family a cohesive unit. All persons of the functional equivalent of the domestic family must be cooking and otherwise operating as a single housekeeping unit. This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group where the common living arrangement and/or the basis for the establishment of the functional equivalency of the domestic family is likely or contemplated to exist for a limited or temporary duration.

**Farm:** All of the contiguous neighboring or associated land, buildings, and machinery operated as a single unit on which the production of farm products is carried on directly by the owner- operator, manager or tenant farmer, by his own labor or with the assistance of members of his household or hired employees; provided, however, that a farm operation shall follow generally accepted agricultural and management practices as defined by the Michigan Commission of Agriculture for farming activities which include: 1) tree fruit production, 2) small fruit production, 3) field crop production, 4) forage and sod production, 5) livestock and poultry production, 6) fiber crop production, 7) apiary production, 8) maple syrup production, 9) mushroom production and 10) greenhouse production; but unless otherwise permitted, the following shall not be considered a farm: establishments involved in industrial like processing of agricultural products, keeping fur-bearing animals or game or operating as fish hatcheries, dog kennels, stockyards, slaughterhouses, stone quarries, gravel or sand pits or the removal and sale of topsoil, fertilizer works, boneyards or the reduction of animal matter, or for the disposal of garbage, sewage, rubbish, junk or offal.

**Farm Labor Housing:** A dwelling or lodging unit that is used exclusively by agricultural employees employed full-time or seasonally in the agricultural use of the property.

**Fence:** A structure of definite height and location constructed of wood, masonry, stone, wire, metal, or any other material or combination of materials serving as a physical barrier, marker, or enclosure, (see also "Wall").

**Fence, privacy:** A fence which is over ninety (90%) percent solid or impervious and serves as an opaque screen. (as amended 3/5/10)

**Floodplain.** That area which would be inundated by storm runoff or flood water equivalent to that which would occur with a rainfall or flood of one hundred (100) year recurrence frequency after total development of the watershed.

**Floor Area, Gross.** The sum of all gross horizontal areas of all floors of a building or buildings, measured from the outside dimensions of the outside face of the outside wall. Unenclosed courtyards or patios shall not be considered as part of the gross floor area except where they are utilized for commercial purposes, such as the outdoor sale of merchandise.

**Floor Area, Residential:** For the purpose of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of each story of the building shall be measured from the exterior faces of the exterior walls or from the centerline of walls separating two dwellings. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways, and enclosed and unenclosed porches.

**Floor Area, Usable:** That area used for or intended to be used for the sale of merchandise or services' or for use to serve patrons, clients or customers. Such floor area which is used or intended to be used principally for the storage or processing of merchandise, hallways, or for utilities or sanitary facilities, shall be excluded from this computation of "Usable Floor Area." Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.

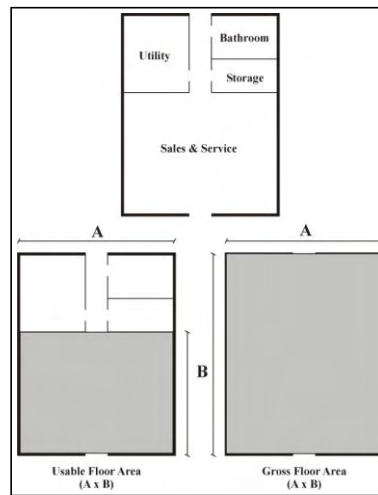


Figure 25.5 Floor Area

**Freeboard:** for storm water retention or detention ponds it is the vertical distance between the design high water elevation and the top of the pond elevation. (as amended 3/5/10)

**Frontage.** The linear dimension of a lot measured along the public road right-of-way line, private road access easement, or shared driveway.

**Funeral Home or Mortuary Establishment:** An establishment where the dead are prepared for burial or cremation and where wakes or funerals may be held. A funeral home or mortuary establishment shall not include crematoria.

**Garage:** Part of a principal building or an accessory building or structure used primarily for the parking or storage of vehicles in connection with a permitted use of the principal building, where there is no vehicle servicing or storage for compensation.

**Garden Center:** An establishment with retail sales of trees, fruits, vegetables, shrubbery, plants, landscaping supplies, lawn furniture, playground equipment and other home garden supplies and equipment.

**Gazebo:** A freestanding, roofed, usually open-sided structure offering a place for shade or rest.

**Grade, Mean:** The arithmetic average of the lowest and highest grade elevations in an area within five (5) feet of the foundation line of a building or structure, or in the area between the foundation line and the lot line, where the foundation line is less than five (5) feet from the lot line. (see Figure 25.6).

**Greenbelt:** See “Landscaping, Greenbelt”

**Hazardous uses and materials:** Any use which involves the storage, sale, manufacture, or processing of materials which are dangerous, combustible and/or produce either poisonous fumes or explosions in the event of fire. These uses include all high hazard uses listed in the State Building Code.

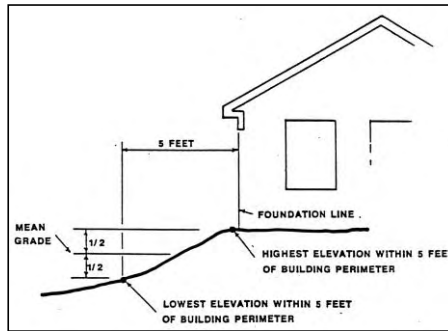


Figure 25.6 Measurement of Mean Grade

**Hazardous or toxic waste:** Waste or a combination of waste and other discarded material (including but not limited to solid, liquid, semisolid, or contained gaseous material) which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to the following if improperly treated, stored, transported, disposed of, or otherwise managed: an increase in mortality, or an increase in serious irreversible illness, or serious incapacitating but reversible illness, or substantial present or potential hazard to human health or the environment.

**Home Occupation:** An occupation or profession conducted entirely within a dwelling by the inhabitants thereof, such use being clearly incidental to the principal use of the dwelling as a residence.

**Hospital:** A facility offering primarily inpatient care, and services for observation, diagnosis, and active treatment of patients with a medical, surgical, obstetric, chronic, or rehabilitative condition requiring the daily care and supervision of a physician(s) and medical support staff. A hospital may or may not also have a clinic offering outpatient services.

**Hotel:** A building or part of a building, with a common entrance or entrances, in which the dwelling units or rooming units are used primarily for transient occupancy, and/or in which one or more of the following services are offered: maid service, furnishing of linen, telephone, secretarial or desk service, and bellboy service. A hotel may include a restaurant or cocktail lounge, public banquet halls, or meeting rooms.

**Housing For The Elderly:** Housing constructed for the exclusive use of an individual fifty five (55) years of age or older, or for a couple where at least one (1) of the individuals is over the age of fifty five (55). Housing for the elderly may include the types of facilities listed below.

- a. **Senior Apartments:** multiple-family dwelling units where occupancy is restricted to persons fifty five (55) years of age or older.
- b. **Congregate Or Interim Care Housing:** A semi-independent or assisted care housing facility containing congregate kitchen, dining, and living areas, but with separate sleeping rooms. Such facilities typically provide special support services, such as transportation and limited medical care.
- c. **Dependent Housing Facilities:** Extended care facilities such as convalescent homes and nursing homes which are designed for older persons who need a wide range of health and support services, including personal nursing care.

**Impact Assessment:** An assessment of the ecological, social, economic, and physical impacts of a project on and surrounding the development site.

**Improvements:** Any additions to the natural state of land which increases its value, utility or habitability. Improvements include but are not limited to street pavements, with or without curbs and gutters, sidewalks, water mains, storm and sanitary sewers, trees and other appropriate and similar items.

**Intensive Livestock Operation:** An agricultural operation in which many livestock are bred and/or raised within a confined area, either inside or outside an enclosed building. While the density of confined livestock varies, it significantly exceeds that of traditional farming operations and includes both the number of confined livestock in the confined area and the amount of land which serves as the waste disposal receiving area.

**Junk Yard:** (see Salvage Yard).

**Kennel, Commercial:** Any premise on which more than the below specified number cats or dogs, (but not including wild, vicious or exotic animals) of more than six (6) months of age are either permanently or temporarily kept for the purposes of breeding, boarding, training, sale, protection, hobby, pets or transfer. Lots less than ten (10) acres with more than three (3) cats or three (3) dogs or more than a total of five (5) in combination (e.g. 3 dogs and 2 cats) shall be considered a kennel. Lots of ten (10) acres or more with more than five (5) cats or five (5) dogs or more than a total of seven (7) in combination (e.g. 5 dogs and 2 cats) shall be considered a kennel. (as amended 12/31/06)

**Land Use Permit:** An authorization issued by the Township Zoning Administrator to erect, move or alter a structure within the Township or to approve a change in use of land or structure. For certain uses, the land use permit is issued following site plan approval by the Planning Commission or special land use approval by the Township Board.

**Lake.** A permanent water body that has definite banks, a bed, visible evidence of a continued occurrence of water, and a surface area of water that is ten (10) acres or more in size.

**Landscaping:** The treatment of the ground surface with live plant materials normally grown in Livingston County such as, but not limited to, grass, ground cover, trees, shrubs, vines, and other live plant material. In addition, a landscape design may include other decorative natural or processed materials, such as wood chips, crushed stone, boulders or mulch. Structural features such as fountains, pools, statues, and benches shall also be considered a part of landscaping if provided in combination with live plant material. Various landscaping related terms are defined below.

- a. **Berm:** A continuous, raised earthen mound comprised of non-toxic materials with a flattened top and sloped sides, capable of supporting live landscaping materials.
- b. **Buffer Zone:** (see "Buffer Zone").
- c. **Grass:** Any of a family of plants with narrow leaves normally grown as permanent lawns.
- d. **Greenbelt:** A strip of land of definite width and location reserved for the planting of a combination of shrubs, trees, and ground cover to serve as an obscuring screen or buffer for noise or visual enhancement.
- e. **Ground Cover:** Low-growing plants that form a dense, extensive growth after one complete growing season, and tend to prevent weeds and soil erosion.

- f. **Hedge:** A two (2) to three (3) foot tall row of evergreen or deciduous shrubs that are planted close enough together to form a solid barrier.
- g. **Parking lot landscaping:** Landscaped areas located in and around a parking lot in specified quantities to improve the safety of pedestrian and vehicular traffic, guide traffic movement, improve the environment and improve the appearance of the parking area and site.
- h. **Planting:** A young tree, vine or shrub that would be placed on or in the ground.
- i. **Screen or screening:** A wall, wood fencing or combination of plantings of sufficient height, length, and opacity to form a visual barrier. If the screen is composed of non-living material, such material shall be compatible with materials used in construction of the main building, but in no case shall include wire fencing.
- j. **Shrub:** A self-supporting, deciduous or evergreen woody plant, normally branched near the base, bushy, and less than fifteen (15) feet in height.
- k. **Tree:** A self-supporting woody, deciduous or evergreen plant with a well-defined central trunk or stem which normally grows to a mature height of at least fifteen (15) feet.
- l. **Ornamental tree:** A deciduous tree which is typically grown because of its shape, flowering characteristics, or other attractive features, and which grows to a mature height of twenty five (25) feet or less.

**Level of service:** A qualitative measure describing operational conditions within a traffic stream; generally described in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

**Livestock:** Any of various bird or animal breeds, long ago domesticated by man so as to live and breed in a tame, docile, tractable condition useful to man, including horses, ponies, mules, donkeys, cattle, sheep, goats, buffaloes, llama, ostriches, chickens, ducks, geese turkeys and swine.

**Loading Space, Off-Street:** Space logically and conveniently located for bulk pick-ups and deliveries, designed to accommodate the maneuvering area needed by expected sizes of delivery vehicles when all off-street parking spaces are filled.

**Lot:** An undivided portion of land of at least sufficient size to meet minimum zoning requirements for use, buildings, structures, lot coverage, yards, and other open spaces as may be present or required under provisions of this Ordinance and having frontage on an improved public street, or on an approved private road, or shared driveway. A lot may consist of either: a single lot of record, a portion of a lot of record, a combination of contiguous lots of record that have been combined into one tax ID number, or a parcel of land described by metes and bounds. (as amended 12/31/06)

**Lot Area:** The total horizontal area within the lot lines of a lot, exclusive of any submerged area of any lake, stream or canal (below the shoreline or ordinary high water mark).



**Lot, Corner:** A lot where the interior angle of two adjacent sides at the intersection of two streets is less than one hundred and thirty-five (135) degrees. A lot abutting upon a curved street or streets shall be considered a corner lot for the purposes of this Ordinance if the arc is of less radius than one hundred fifty (150) feet and the tangents to the curve, at the two points where the lot lines meet the curve or the straight street line extended, form an interior angle of less than one hundred and thirty-five (135) degrees. (See Figure 25.7)

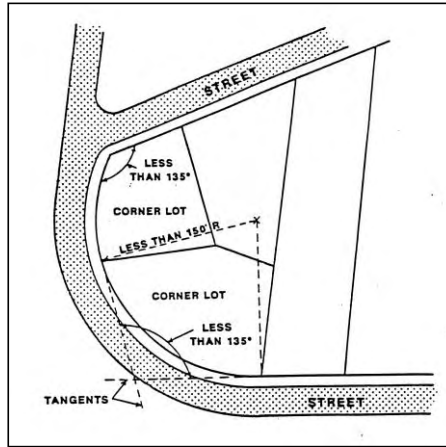


Figure 25.7 Lot, Corner Measurements

**Lot Coverage:** The part or percent of a lot occupied by buildings, structures and accessory buildings.

**Lot Coverage, Impervious Surface:** The part or percent of a lot occupied by building, structures, uses, accessory buildings, accessory structures and paved areas.

**Lot Depth:** The arithmetic mean of the shortest and longest distances from the front lot line to the rear lot line (see figure 25.8).

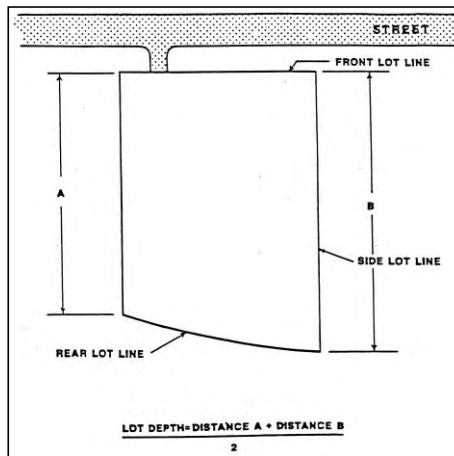


Figure 25.8 Lot Depth Measurement

**Lot, Flag:** A lot that has access to a public right-of-way or private road access easement by means of a narrow strip of land (see figure 25.9).

**Lot, Interior:** Any lot other than a corner lot.

**Lot Line:** The lines bounding a lot or parcel and listed below and illustrated on Figure 25.109.

- a. **Front Lot Line:** The lot line(s) abutting a public street or private road easement that separates the lot from such right-of-way or easement; typically measured along the right-of-way line. Corner lots or through lots are considered to have two front lot lines and shall provide the minimum required front yard setback at both front lot lines. In the case of a flag lot, the front lot line shall be that lot line that abuts the public street right-of-way or private road easement and the lot line that is roughly parallel to the street right-of-way (See figure 25.10). (as amended 12/31/06)
- b. **Rear Lot Line:** The lot line opposite and most distant from the front lot line. For an irregular or triangular shaped lot, a

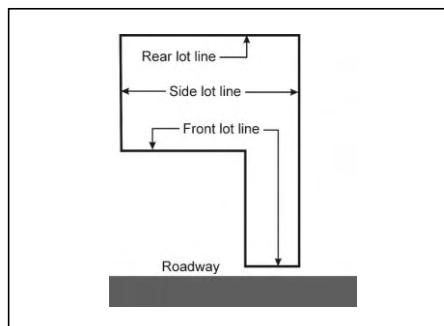


Figure 25.109 Flag-lot Lot Lines

line at least ten (10) feet in length, entirely within the lot, parallel to and most distant from the front lot line (See figure 25.110). (as amended 12/31/06)

- c. **Side Lot Line:** Any lot line not a front or rear lot line.
- d. **Waterfront Lot Line:** The boundary of a lot that follows the shoreline of a lake or stream. (Also see "shoreline.")
- e. In the case where the above definitions are not sufficient to designate lot lines, the Zoning Administrator shall designate the front, rear and side lot lines in consideration of the orientation of the building(s) on the lot, the address of the lot, the orientation of other buildings along the block, and natural features affecting site design.

**Lot of Record:** A parcel of land, the dimensions of which are shown on, a document or map on file with the County Register of Deeds or in common use by Municipal or County Officials, and which actually exists as so shown, or any part of such parcel held in a record ownership separate from that of the remainder thereof.

**Lot, Through:** Any interior lot having frontage on two more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.

**Lot, Width:** The horizontal distance between side lot lines measured parallel to the front lot line at the minimum required front setback excluding private road access easement. For irregularly shaped lots with access easements or "flag lots" connecting to a public street, the minimum lot width shall be measured at the point where the narrow access connects to the main section of the parcel. This determination shall be made by the Zoning Administrator. Figure 25.12 illustrates calculation of minimum lot width for lots along curvilinear streets.

**Major Thoroughfare:** An arterial street, state trunkline, or roadway classified as a Primary Road by

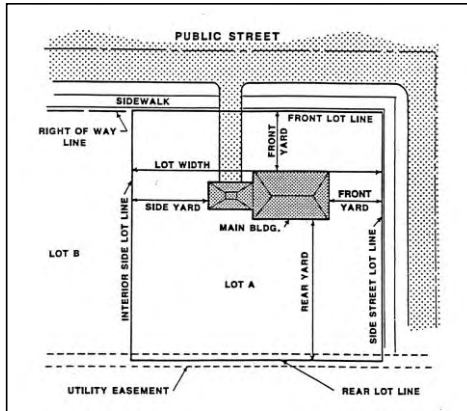


Figure 25.109 Lot Lines and Yards Measurement (Note: Yards May Not Always Equal Required Setbacks)

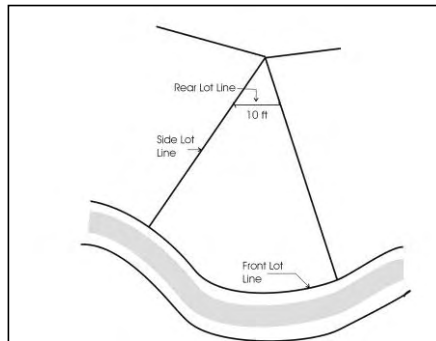


Figure 25.11 Rear Lot Line on Triangular Lot

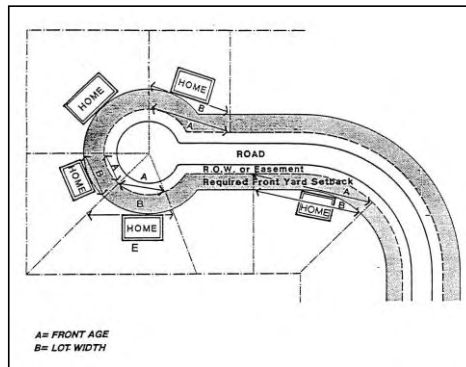


Figure 25.12 Lot Width on Curvilinear Streets

the Livingston County Road Commission, which is intended to service as a large volume of traffic, generally within a right-of-way at least eighty six (86) feet wide.

**Manufactured Home:** A dwelling unit which is designed for long-term residential use and is wholly or substantially constructed at an off-site location.

**Master Plan:** The Comprehensive Community Plan, sub area plans or corridor plans including graphic and written proposals for future land use, zoning, site design, physical development and or capital improvements.

**Mezzanine:** An intermediate floor in any story occupying a maximum one-third (1/3) of the story's floor area.

**Mini or Self Storage Warehouse:** A building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the storage of customer's goods or wares.

**Manufactured Housing Park:** A parcel or tract of land under the control of a person, group or firm upon which two (2) or more mobile homes are located on a continual non-recreational basis and which is offered to the public for that purpose regardless of compensation, including any building, structure, enclosure, street, drive, equipment or facility used or intended for use incidental to the occupancy. Mobile home parks are licensed and regulated by the Michigan Mobile Home Commission.

**Mobile Home or Manufactured Home Subdivision:** Individually owned lots subdivided according to the provisions of Act 288 of the Public Acts of Michigan of 1967 intended as a site for the placement for dwelling purposes of mobile or modular homes.

**Motel:** A series of attached, semidetached or detached rental units containing a bedroom, and sanitary facilities. Units shall provide for overnight lodging and are offered to the public for compensation, and shall cater primarily to the public traveling by motor vehicle.

**Non-Conforming Building or Structure:** A building or structure portion thereof lawfully existing at the effective date of this Ordinance, or amendments thereto, and that does not conform to the provisions of the Ordinance in the district in which it is located.

**Non-Conforming Lot:** A lot of record, lawfully in existence on the effective date of this Ordinance and any amendments thereto, which no longer meets the dimensional requirements of this Ordinance for the district in which it is located.

**Non-Conforming Site.** A development on a site which met Ordinance requirements for site design elements at the time the site was developed, such as the amount of parking, parking lot pavement or landscaping; but which does not meet the current site standards of the Township.

**Non-Conforming Use:** A use which lawfully occupied a building or land at the effective date of this Ordinance, or amendments thereto, and that does not conform to the use regulations of the district in which it is located.

**Nursery, Plant Materials:** A space, building or structure, or combination thereof, for the storage of live trees, shrubs or plants offered for retail sale on the premises including products used for gardening or landscaping. The definition of nursery within the meaning of this Ordinance does not include any space, building or structure used for the sale of fruit, vegetables or Christmas trees.

**Nuisance Factors:** An offensive, annoying, unpleasant or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeating invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects a human being, or the generation, of an excessive or concentrated movement of people or things, such as, but not limited to: (a) noise, (b) dust, (c) smoke, (d) odor, (e) glare, (f) fumes, (g) flashes, (h) vibration, (i) shock waves, (l) heat, (k) electronic or atomic radiation, (l) objectionable effluent, (m) noise of congregation of people, particularly at night, (n) passenger traffic, (o) invasion of non-abutting street frontage by traffic.

**Offset:** The distance between the centerlines of driveways or streets across the street from one another.

**Off-Street Parking Lot:** See "Parking Lot."

**Open Air Business:** Business and commercial uses conducted solely outside of any building unless otherwise specified herein. Examples of open air businesses include:

- a. Retail sales of garden supplies and equipment, including but not limited to, trees, shrubbery, plants, flowers, seed, topsoil, trellises, and lawn furniture;
- b. Roadside stands for the sale of agricultural products, including fruits, vegetables and Christmas trees.
- c. Various outdoor recreation uses, including but not limited to: tennis courts, archery courts, shuffleboard, horseshoe courts, miniature golf, golf driving ranges, and amusement parks.
- d. Outdoor display and sale of automobiles, recreational vehicles, garages, swimming pools, playground equipment, and similar goods.

**Open Space.** That part of a lot, which is open and unobstructed by any built features from its lowest level to the sky, and is accessible to all residents upon the site. This area is intended to provide light and air or is designed for environmentally, scenic, or recreational purposes. Open space may include, but is not limited to lawns, decorative plantings, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, living plant materials, wetlands and water courses. Open space shall not be deemed to include driveways, parking lots or other surfaces designed or intended for vehicular travel.

**Open Front Store:** A business establishment so developed that service to the patron may be extended beyond the walls of the structure, not requiring the patron to enter the structure. The term " Open Front Store" shall not include automobile repair or gasoline service stations.

**Outdoor storage:** The keeping, in an unroofed area, of any goods, junks, material, merchandise or vehicles in the same place for more than twenty four hours.

**Parking Lot:** A facility providing vehicular parking spaces along with driveways, aisles and other paved areas for vehicular maneuvering. For the purpose of determining setbacks, parking lots shall not include driveways providing access to a roadway or dedicated service drives providing cross-access to adjacent lots. (as amended 12/31/06)

**Parking Space:** An area of definite length and width, said area shall be exclusive of drives, aisles or entrances giving access thereto, and shall be fully accessible for the parking of permitted vehicles.

**Peak Hour:** A one hour period representing the highest hourly volume of traffic flow on the adjacent street system during the morning (a.m. peak hour), during the afternoon or evening (p.m. peak hour), or representing the hour of highest volume of traffic entering or exiting a site (peak hour of generator).

**Performance guarantee:** A financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with the ordinance, regulations and the approved plans and specifications of a development.

**Pergola:** A horizontal trellis or framework, supported on posts, that carries climbing plants and may form a covered walk.

Formatted: Font: 11 pt

**Planned Unit Development:** An integrated and coordinated development of various residential land uses, and in some cases non-residential uses, comprehensively planned and approved as an entity via a unitary site plan which permits additional flexibility in building siting, usable open spaces and preservation of natural features meeting the intent of the Planned Unit Development section of this Ordinance.

**Planning Commission:** The Genoa Township Planning Commission as established by the Genoa Township Board of Trustees under provisions of the Michigan Zoning Enabling Act (Public Act 110 of 2006).

**Pond.** A permanent water body that has definite banks, a bed, visible evidence of a continued occurrence of water, and a surface area of water that is less than ten (10) acres in size.

**Principal Building, Structure or Use:** The main building, structure or use to which the premises are devoted and the principal purpose for which the premises exist. In cases where there is more than one use, the use comprising the greatest floor area shall generally be considered the Principal Use, except in cases where a use comprising a secondary amount of floor area is considered to have greater impact in terms of traffic generated, noise levels, disruption of views and similar impacts.

**Public Utility:** A person, firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or township regulations to the public through transmission lines: gas, steam, electricity, sewage disposal, communication, telegraph, transportation or water. Cellular communication facilities are not considered a public utility.

**Reception Antenna:** An exterior apparatus capable of receiving communications for radio or television purposes including satellite dishes and other satellite reception antennae but excluding facilities considered to be essential public services or those preempted from township regulation by applicable state, Federal Communication Commission (FCC), or federal laws or regulations.

**Recognizable and substantial benefit:** A clear benefit, both to the ultimate users of the property in question and to the community, which would reasonably be expected to accrue, taking into consideration the reasonably foreseeable detriments of the proposed development and uses(s). Such benefits may include: long-term protection or preservation of natural resources and natural features, historical features, or architectural features; and elimination of or reduction in the degree of nonconformity of a nonconforming use or structure.

**Recreational Vehicle or Unit:** Includes a tent or vehicular-type structure designed primarily as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle which is self-powered. Recreational units of this type shall include, but shall not be limited to, the following: travel trailers, camping trailers, tent trailers, motor homes and truck campers. Recreational units shall also include, but shall not be limited to, the following: boats, boat trailers, snowmobiles, snowmobile trailers, all terrain vehicles, dune buggies, horse trailers and similar equipment.

**Recycling Center:** A facility in which used material, such as paper, glass, plastic or motor oil, is separated and processed prior to shipment to other locations for processing or manufacturing into new products. A recycling center is distinct from a junkyard or salvage yard.

**Residential Zoning District.** RR, LDR, SR, UR, LRR, MDR, HDR, AND MHP Districts.

**Restaurants:** An establishment serving foods and/or beverages to a customer in a ready-to-consume state. The method of operation may be characteristic of a carry-out, drive-in, drive-through, fast food, standard restaurant, or lounge/tavern, or combination thereof, as defined below:

- a. **Restaurants with Outdoor Seating.** A use that involves the sale or delivery of any prepared food or beverage for consumption in a defined area on premises but outside of the building in which it is prepared. Examples of defined areas include an external deck, patio, mall, garden, balcony or sidewalk. (as amended 12/31/06)
- b. **Carry-Out Restaurant.** A use that involves the sale of food, beverages, and/or desserts in disposable or edible containers or wrappers in a ready-to-consume state for consumption mainly off the premises. A carry out restaurant differs from a drive through restaurant in that a customer must park and walk up to the restaurant or an employee must exit the restaurant and deliver the food to a customer in a parked car.
- c. **Drive-In Restaurant.** A use that involves delivery of prepared food so as to allow its consumption within a motor vehicle while parked on the premise.
- d. **Drive-Through Restaurant.** A use that involves the delivery of prepared food to the customer within a vehicle, typically passing through a pass-through window, for consumption off of the premises.
- e. **Standard Restaurant.** A standard restaurant is a use that involves either of the following:
  1. The delivery of prepared food by waiters and waitresses to customers seated at tables within a completely enclosed building.
  2. The prepared food is acquired by customers at a cafeteria line and is subsequently consumed by the customers within a completely enclosed building.
- f. **Bar/Lounge/Tavern.** A bar, lounge or tavern is a type of restaurant that is operated primarily for the dispensing of alcoholic beverages. The preparation and sale of food or snacks to customers may be permitted.

**Road-Private:** (See Article 15.)

**Roof:** The impervious cover of a building or a portion of a building, permanently attached, but excluding chimneys, antennas, vents, mechanical equipment and other rooftop structures permitted as exceptions to building height. (as amended 12/31/06)

**Salvage Yard:** An area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled including but not limited to: scrap iron and other metals, paper, rags, rubber tires and bottles. A "Salvage Yard" includes junk yards and similar facilities including automobile wrecking yards and any open area of more than two hundred (200) square feet for storage, keeping or abandonment of junk.

**Service drive:** An access drive which parallels the public right-of-way in front of or behind a building or buildings, or may be aligned perpendicular to the street between buildings, which provides shared access between two or more lots or uses.

**Setback, Required:** The minimum horizontal distance between the building line and a front, rear, or side lot line, a natural feature or a shoreline. Procedures for measuring setbacks for site condominium projects are listed under the definition of condominium setback. (required setbacks are distinct from actual yard, see definitions for yards, setbacks measurements ~~along curvilinear streets~~ are illustrated on Figure 25.13).

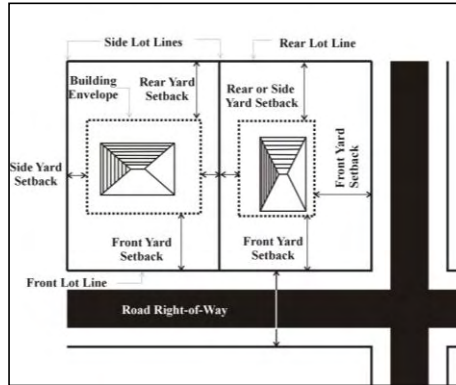


Figure 25.13 Setbacks

**Sanitary sewer, public:** A sanitary sewer system owned and operated by a municipal government or a utility authority consisting of multiple municipal governments used for the collection and transportation of sanitary sewage for treatment or disposal.

**Shelters and rehabilitation centers:** Centers operated by philanthropic or non-profit institutions that assist individuals with social needs. These centers may provide temporary housing, meals, counseling, health services, education, job placement assistance and leisure-time activities. Adult care facilities, community centers, hospitals, medical centers, medical/psychiatric offices, shelters for abused women, and children and county/state health/social services facilities are not regulated as “shelters and rehabilitation centers.” Churches or other places of worship that provide community outreach services are also not regulated under this definition, unless they also operated an onsite homeless shelter. (as amended 12/31/06)

**Shopping Center:** A grouping of two (2) or more business establishments developed in accordance to an overall plan and designed and built as an interrelated project. Buildings constructed on outlots shall not be considered part of the shopping center unless access and parking easements are provided.

**Shoreline:** The ordinary high water mark which is the line between upland and bottomland which persists through successive changes in water levels, below which the presence and action of the water is so common or recurrent that the character of the land is marked distinctly from the upland and is apparent in the soil, the configuration of the soil surface and the vegetation.

**Sign:** Definitions for signs are listed separately in Article 16, Sign Standards.

**Site plan:** A plan, prepared to scale, showing accurately and with complete dimensions, the boundaries of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land, and conforming to the standards of this Ordinance.

**Special land use:** A use of land for an activity which, under usual circumstances, could be detrimental to other land uses permitted within the same district but which may be permitted because of circumstances unique to the location of the particular use and which use can be conditionally permitted without jeopardy to uses permitted within such district. Such uses are defined as "Special Land Uses" in the Michigan Zoning Enabling Act (Public Act 110 of 2006).

**Stable, Commercial:** A facility for the rearing and housing of horses, mules and ponies or for riding and training academies.

**Stable, Private:** A facility for the rearing and training of horses, ponies and mules which are owned by the occupant of the dwelling unit.

**Story:** That part of a building included between the surface of any floor and the surface of the floor, or roof, next above. When the distance from the average established grade to the ceiling of a story partly below such grade exceeds five (5) feet, then the basement or cellar constituting the story partially below grade shall be counted as a story (refer to Figure 25.14).

**Story, Half:** An uppermost story lying under a sloping roof having an area of at least two hundred (200) square feet with a clear height of seven feet six inches (7' - 6"). For the Purposes of this Ordinance, the usable floor area is only that area having at least four (4) feet clear height between floor and ceiling.

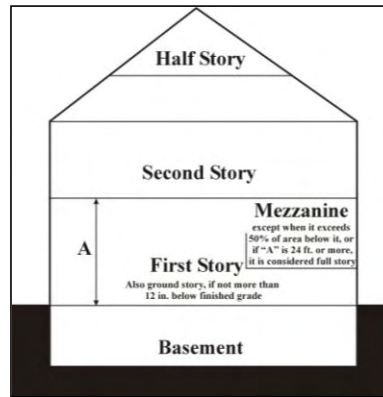


Figure 25.14 Story

**Street:** A dedicated public right-of-way, other than an alley which affords the principal means of access to abutting property. Various types of streets are defined below.

- a. **Arterial Street or Roadway:** A street or roadway which carries high volumes of traffic at relatively high speeds, and serves as an avenue for circulation of traffic onto, out of, or around the Genoa Township area. An arterial roadway may also be defined as a major thoroughfare, major arterial or minor arterial roadway. Since the primary function of the regional arterial roadway is to provide mobility, access to adjacent land uses may be controlled to optimize capacity along the roadway. Arterial roadways are listed in the Township Master Plan.
- b. **Collector Street:** A street or road whose principal function is to carry traffic between minor and local roads and arterial roadways but may also provide direct access to abutting properties. Collector streets are classified in the Township Master Plan.
- c. **Cul-de-Sac:** A street or road that terminates in a vehicular turnaround.
- d. **Expressway:** Limited access interregional arterial routes, including I-96, designed exclusively for unrestricted movement, have not private access, and intersect only with selected arterial roadways or major streets by means of interchanges engineered for free-flowing movement.
- e. **Highways:** Streets and roadways which are under the jurisdiction of the Michigan Department of Transportation. Highways may also be classified as expressways or arterial roadways.
- f. **Local or Minor Street:** A street or road whose principal function is to provide access to abutting properties and is designed to be used or is used to connect minor and local roads with collector or arterial roadways. Local streets are designed for low volumes and speeds of twenty-five (25) mph or less, with numerous curb cuts and on-street parking permitted.



- g. **Private Road:** Any road or thoroughfare for vehicular traffic which is to be privately owned and maintained and has not been accepted for maintenance by the City, Livingston County, the State of Michigan or the federal government, but which meets the requirements of this Ordinance or has been approved as a private road by the Township under any prior ordinance.
- h. **Public Street:** Any road or portion of a road which has been dedicated to and accepted for maintenance by a municipality, Livingston County, State of Michigan, or the federal government.

**Structure:** Anything constructed or erected, the use of which requires location on ground or attachment to something having location on the ground. Structures include, but are not limited to, principal and accessory buildings, radio, television and cellular phone towers, decks, fences, privacy screens, walls, antennae, swimming pools, signs, gas or liquid storage facility, mobile homes, street directional or street name sign and billboards.

**Substance abuse center or treatment facility:** A facility offering counseling, care and treatment for individuals addicted to drugs and alcohol licensed by the Michigan Department of Mental Health, Office of Substance Abuse Services. Such a facility may include or detoxification services. A generally recognized pharmacy or licensed hospital dispensing prescription medicines shall not be considered a substance abuse treatment facility.

**Swimming Pool:** Any artificially constructed portable or non-portable pool; capable of being used for swimming or bathing, having a depth of two (2) feet or more at any point and having a surface area of two hundred fifty (250) square feet or more.

**Tattoo Parlor:** An establishment whose principal business activity is the practice placing designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.

**Temporary Building or Structure.** A building or structure which is not permanently affixed to the property, and is permitted to exist for a specific reason for a specific period of time. An example of a temporary building is a trailer used on a construction site or a tent.

**Temporary Use.** A use which is not permanent to the property and is permitted to exist for a specific reason for a specific period of time.

**Therapeutic Massage:** The application of various techniques to the muscular structure and soft tissues of the human body performed by a massage practitioner. A massage practitioner must satisfy two (2) or more of the following requirements:

- a. The person is a member of the current Professional Level in the American Massage Therapy Association (AMTA), Associated Bodywork and Massage Professionals (ABMP), International Myomassethics Federation (IMF) or other recognized massage association with equivalent professional membership standards consisting of at least five-hundred (500) hours of training including: theory, practice and techniques of massage (minimum three-hundred (300) hours); human anatomy and physiology (minimum one-hundred (100) hours); and professionalism (minimum one-hundred (100) hours). Instruction in this area shall include training in contraindications, benefits, ethics and legalities of massage, building and marketing a practice and other electives as appropriate.

- b. The person is a graduate of a school of massage licensed by the State of Michigan or holder of a current license from another state which requires, at a minimum, the training set forth in paragraph a. above.
- c. The person has completed a massage training program at a community college, college, university or technical school located in the United States, where such program requires at a minimum, the training set forth in a. above.
- d. The person has passed the National Certification Exam for Massage and Bodywork Practitioners.

**Townhouse:** See “Dwelling, Townhouse.

**Traffic Impact Study:** The analysis of the potential traffic impacts generated by a proposed project. This type of study and level of analysis will vary dependent upon the type and size of the project.

- a. **Rezoning Traffic Impact Study:** a traffic impact study which contrasts typical uses permitted under the current and requested zoning or land use classification. This study usually includes a trip generation analysis and a summary of potential impacts on the street system.
- b. **Traffic Impact Assessment:** a traffic impact study for smaller projects which are not expected to have a significant impact on the overall transportation system but will have traffic impacts near the site. This type of study focuses on the expected impacts of a development at site access points and adjacent driveways.
- c. **Traffic Impact Statement:** a traffic impact study which evaluates the expected impacts at site access points and intersections in the vicinity.

**Trip (i.e., directional trip):** A single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site.

**Tree, Measurement of Height:** Where a minimum height is specified for a deciduous or evergreen tree, the height shall be measured from the top of the tree to the surrounding ground elevation or top of the ball (location where fabric containing root system meets the exposed trunk).

**Use:** The principal purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied. Uses are classified under the following categories

- a. Residential, which includes single family, two family, multiple family, manufactured homes.
- b. Agriculture, which includes all farming and forestry.
- c. Commercial, which includes all retail trade uses, motor vehicle service, lodging accommodation, food services, other services, arts, and entertainment and recreational businesses.
- d. Office, which includes administrative offices and buildings, used for finance, insurance, legal, real estate, professional, scientific, technical, health care, and social assistance uses.

GENOA TOWNSHIP ZONING ORDINANCE

---

- e. Institutional, which includes all religious, civic, social, and similar organizations, educational services and public uses.
- f. Industrial, which includes all manufacturing, transportation, warehousing, utilities, waste disposal, construction and mining/mineral extraction uses. (as amended 3/5/10)

**Variance:** An authorization by the Board of Appeals permitting modification to the regulations and standards of this Ordinance in situations where the literal enforcement would result in a practical difficulty not present on other properties typical of the zoning district.

**Veterinary Clinic:** A facility providing diagnosis, treatment, surgery and similar veterinary care for small domestic animals.

**Veterinary Hospital:** A facility which provides diagnosis, treatment, surgery and other veterinary care for domestic animals, horses and livestock. A veterinary hospital may include outdoor boarding incidental to treatment.

**Wall:** A structure of definite height and location to serve as an opaque screen in carrying out the requirements of this Ordinance.

**Waste Receptacle (i.e. dumpster):** Any accessory exterior container used for the temporary storage of rubbish, pending collection, having a capacity of at least one (1) cubic yard. Recycling stations and exterior compactors shall be considered to be waste receptacles.

**Watercourse:** Any natural or manmade body of water including but not limited to a lake, pond, river, canal, channel, swamp, creek, marsh, or outcropping of water.

**Wetland:** Land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life and is commonly referred to as a bog, swamp, or marsh, and which is any of the following:

- a. contiguous to an inland lake or pond, or a river or stream;
- b. not contiguous to an inland lake or pond, or a river or stream; and more than 5 acres in size;
- c. not contiguous to an inland lake or pond, or a river or stream; and five (5) acres or less in size if the Michigan Department of Natural Resources (MDNR) determines that the protection of the area is essential to the preservation of the natural resources of the state from pollution, impairment, or destruction and the MDNR has so notified the owner. (definition taken directly from the Goemaere-Anderson Wetland Protection Act, P.A. 203, 1979).

**Wetland, Contiguous:** Contiguous wetlands are wetlands connected to other wetlands or waterways as follows:

- a. A permanent surface water connection or other direct physical contact with any lake, pond, river or stream, including surface or ground water connections.
- b. A seasonal or intermittent direct surface water connection with any lake, pond, river or stream.

- c. Located within 500 feet of the ordinary high water mark of any lake, pond, river or stream.
- d. Separated only by man made barriers, such as dikes, roads, berms, or other similar features.

**Wireless Communication Facilities.** All structures and accessory facilities relating to the use of the radio frequency spectrum for the purpose of transmitting or receiving radio signals. This may include, but shall not be limited to, radio towers, television towers, telephone devices, personal communication transmission equipment and exchanges, microwave relay towers, telephone transmission equipment building and commercial mobile radio service facilities. This definition does not include “reception antenna” for an individual lot as otherwise defined and regulated in this Ordinance.

- a. **Attached Wireless Communication Facilities.** Wireless communication facilities affixed to existing structures, including but not limited to existing buildings, towers, water tanks, or utility poles.
- b. **Wireless Communication Support Structures.** Structures erected or modified to support wireless communication antennas. Support structures within this definition include, but shall not be limited to, monopoles, lattice towers, light poles, wood poles and guyed towers, or other structures which appear to be something other than a mere support structure.

**Yard:** The open spaces on the same lot with a main building unoccupied and unobstructed from the ground upward except as otherwise provided in this Ordinance. A yard may be equal to the setback, but may also be larger, such as where a building is farther from the street than the required setback. Yards are defined [below and illustrated in Figure 25.15a](#):

- a. **Front Yard:** An open space extending the full width of the lot, the depth being the minimum horizontal distance between the front lot line or public street right-of-way line/private road easement and the nearest point of building line. A front yard shall be maintained on each side of a corner lot or through lot. For lots along a shoreline of a lake, river, stream or channel the yard facing a public street or private road shall be considered the front yard for zoning purposes and the yard adjoining the shoreline shall be considered the waterfront yard, as defined below. (as amended 12/31/06)

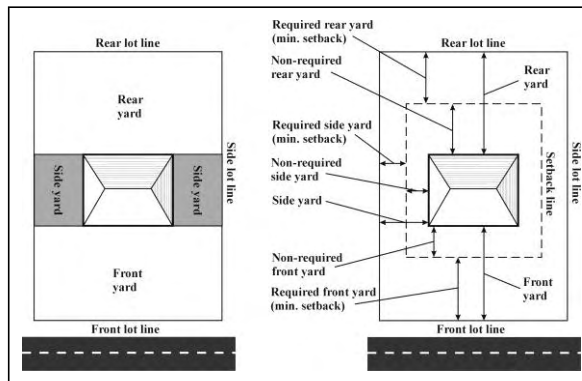


Figure 25.15 Yards

- b. **Rear Yard:** An open space extending the full width of the lot, the depth being minimum horizontal distance between the rear lot line and the nearest point of the principal building line. In the case of a corner lot the rear yard may be opposite either street frontage and there shall only be one (1) rear yard.

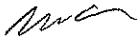
- c. **Side Yard:** A yard between the building line of the principal building or structure and the side lot line extending from front yard to the rear yard, or, in the absence of any clearly defined rear lot line, to the point on the lot farthest from the intersection of the lot line involved with the public street.
- d. **Waterfront Yard:** An open space extending the length of the shoreline of a lake, pond or stream, the depth being the minimum horizontal distance between the shoreline and the nearest point of the principal building line.
- e. **Required Yard:** The open space between the lot line and the minimum setback line. The required yard corresponds to the minimum setback requirement for the district. (as amended 12/31/06)
- f. **Non-required Yard:** The open space between the minimum setback line and the main building. The non-required yard is the additional yard area that the building is setback beyond the minimum setback requirement for the district. (as amended 12/31/06)

**Zero Lot Line:** The location of a building on a lot in such a manner that one or more of the buildings sides rests directly on a lot line, separated only by fire walls.

**Zoning Act:** The Michigan Zoning Enabling Act (Public Act 110 of 2006). (as amended 12/31/06)

## MEMORANDUM

TO: Township Board

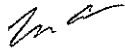
FROM: Mike Archinal 

DATE: 12/3/10

RE: F & N Center Connection Fee Relief

The owner of the F& N Center (Northeast corner of Latson and Grand River) has a potential tenant for the space recently vacated by A.R. Kramer Flooring. The tenant is a restaurant and the water and sewer connection fees calculate to more than \$50,000. The Township Board has the sole discretion to modify connection fees or to spread the fees over time to reduce the burden. A representative from the property owner will be present Monday to ask for your consideration. Action will be as you deem appropriate.

## MEMORANDUM

TO: Township Board  
FROM: Mike Archinal   
DATE: 12/3/10  
RE: SAFEbuilt Service Contract


Several months ago we discussed the contracting of building department services. Currently this function is provided by the County. The attached agreement would provide for a Building Official who would be a part-time employee of the Township and contracted plan reviewers and inspectors. SAFEbuilt will also be leasing office space in the Township Hall. The goal of this effort is to improve customer service by providing a, "one-stop shop" for land use and building permits.

By statute building permit fees cannot be used as a revenue stream for other functions. This evening you are being asked to approve the service agreement as to form. Upon approval we will meet with SAFEbuilt to determine appropriate fees and rents to assure that the agreement does not generate excess revenue or create overhead that is not supported by income. The rate structure will be before you for approval at your January 3, 2011 meeting. You will also be asked to approve an ordinance to allow for local enforcement of the State Construction Code. We are anticipating a February 1, 2011 start date. Counsel will be present Monday night to answer any questions you may have. Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the agreement between SAFEbuilt Michigan, Inc. and Genoa Charter Township for the provision of building department services excluding compensation issues which will be determined at a future meeting.**

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 2/26/10

RE: Discussion Regarding Building Inspection Services

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

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

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

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

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





**CARLISLE/WORTMAN ASSOCIATES, INC.**  
*Community Planners / Landscape Architects*

605 S. Main, Suite 1  
Ann Arbor, MI 48104  
734-662-2200  
fax 734-662-1935  
6401 Citation Drive, Suite E  
Clarkston, MI 48346  
248-625-8480  
fax 248-625-8455

February 26, 2010

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

Dear Mr. McCririe:

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

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

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

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

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

Sincerely,

**CARLISLE/WORTMAN ASSOCIATES, INC.**

Richard K. Carlisle, PCP, AICP  
President

Richard K. Carlisle, *President*   R. Donald Wortman, *Vice President*   Douglas J. Lewan, *Principal*   John L. Enos, *Principal*  
Jennifer L. Coe, *Associate*   Sally M. Elmiger, *Associate*   David Scurto, *Associate*   Brian Oppmann, *Associate*   Zachary Branigan, *Associate*

SAFEbuilt Michigan, Incorporated  
and  
Carlisle/Wortman Associates Inc.

Building Department  
Services Proposal  
for Genoa Charter Township

**SAFEbuilt** inc.

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

Submitted: February 26, 2010

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

---

All information contained in this proposal shall be treated as  
proprietary and confidential.

## Table of Contents

---

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

## BACKGROUND

---

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

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

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

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

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

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

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

## TRANSITION & STAFFING

### *Transition Team*

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

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

This team and their roles will be:

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

### *Transition Plan*

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

### *Jurisdiction Staff*

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

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

### *Elected Officials*

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

*Citizens/Contractors*

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

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

*Staffing Functions*

- ✓ **Building Official** - ICC Certified Building Official will:
  - Administer the building department
  - Make recommendations for code adoption and local amendments
  - Attend Township staff meetings upon request
  - Provide reports to staff and/or council as directed
  - Work directly with Township staff to establish or refine internal processes
  - Provide recommended code interpretations for final approval
  
- ✓ **Plans Examiner** – ICC Certified Plans Examiner will:
  - Attend Township staff meetings upon request
  - Be available for and conduct pre-construction meetings
  - Perform all building code plan review
  - Be a resource for field personnel
  
- ✓ **Inspector(s)** - ICC Certified Inspector(s) will:
  - Provide all required inspections and enter results for those inspections
  - Work with other staff and the contractors to develop remedies for code violations

We have enjoyed the relationship with the staff and professional assistance provided to the community of Warden. The permitting process and inspection schedules are timely and efficient. City codes are followed and the process is easily explained to the customer.

Kriss Shuler  
City of Warden, WA  
Full Service Client

*Service & Office Location*

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

*Qualifications of Our Team*

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

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

**SAFEbuilt's Core Values**

**Integrity**

**Improvement**

**Respect**

**Teamwork**

**Service**

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

*Employee Recruiting and Retention*

**EMPLOYEE TESTIMONIAL**

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

**Matt Royer, Operations Manager, former Building Official**

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

## SCOPE OF SERVICES

### *Building Department Services*

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

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

### *Plan Review Services*

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

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



### *Additional Services*

For projects of major scope and size we will:

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

### *Inspection Services*

As part of our inspection service SAFEbuilt will:

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

### *Reporting*

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

### *Key Performance Criteria*

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

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

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

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

#### *On-Time Inspections*

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

#### *Customer Satisfaction*

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

## FEE SCHEDULE

---

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

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

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

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

## **CURRENT CLIENTS & REFERENCES**

---

### *Current Clients*

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

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

Quartzsite  
Maricopa Community College

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

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

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

Bonita Springs

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

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

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

Central

**Our North Carolina partners include:**

Caswell Beach

**Our Texas partners include:**

Trophy Club

**Our Washington partners include:**

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

*Building Department References*

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

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

DRAFT

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

DRAFT

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

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

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

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

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

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

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

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

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

9. Insurance

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

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

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

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

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



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

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

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

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

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

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

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

*(Insert Client Name)*

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

**Attest:**

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

**Safe Built Michigan, Inc.:**

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

## ATTACHMENT A

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

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

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

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

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

Stated plan review times are to first comments issued:

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

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

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

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

(Insert Client Name)/SAFEbuilt Service Agreement

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

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

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

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

*(Insert Client Name)*

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

**Attest:**

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

**Safe Built Michigan, Inc.:**

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

**AN AGREEMENT BY AND BETWEEN GENOA CHARTER TOWNSHIP,  
AND SAFEbuilt Michigan, Inc.  
FOR BUILDING DEPARTMENT SERVICES**

THIS AGREEMENT FOR BUILDING DEPARTMENT SERVICES (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010. The parties to this agreement are Genoa Charter Township, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, MI 48116 hereinafter referred to as the "Township" and SAFEbuilt Michigan, Inc., a Delaware corporation, whose address is 7111 Dixie Highway, #140, Clarkston, Michigan 48346 hereinafter referred to as "Safe Built".

WHEREAS, the Township has the responsibility under State laws and Township Ordinances to adopt and enforce certain building codes and other ordinances, conduct inspections, review site plans, and conduct other professional services as described in this Agreement and the Stille-Derossett-Hale Single State Construction Code Act, MCL125.1501 et. seq.; and

WHEREAS, Safe Built has represented to the Township that it has substantial knowledge and experience in the interpretation and application of the Township's adopted Code of Ordinances to various building construction and maintenance situations, including but not limited to, the inspection of buildings to determine compliance with State laws and Township ordinances, which include building codes, the review of site plans, and all other types of professional services; and

WHEREAS, Safe Built represents that it has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Township wishes to engage Safe Built to perform the services described in this Agreement; and,

WHEREAS, Safe Built wishes to perform such services; and,

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

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

**1. SERVICES, FEES AND PAYMENT**

- 1.1 Services. As directed by and under the supervision of the Township Manager, or his designee, Safe Built shall provide the Township with the following services: required plan reviews and inspections of buildings and structures within the boundaries of the Township based upon the Michigan Building Code and any other adopted codes and amendments or applicable State and Federal requirements, and other Township -adopted ordinances, regulations, standards, and requirements related to building construction (collectively, the "**Township's Codes**") and such other services as are listed on the attached **Attachment A**. Such services shall include services related to building permits, electrical permits,

plumbing permits, and mechanical permits. Services shall also include, but not be limited to, pre-submittal courtesy reviews to aid in the redesign of deficient submittals, working with the Fire Department to ensure compliance with the applicable fire code, provide advice, education, and support to Township Board regarding code interpretations and adoptions, providing direction and support to all Township building department personnel, including training to keep all such personnel proficient in the then current Building Code. All Safe Built employees performing Services under this Agreement shall be appointed deputy building officials, technical officers, inspectors, and/or plan examiners by the Building Code Official as provided in Section 103.3 of the Michigan Building Code and each such person shall swear an oath of office as reasonably required by the Township.

1.2 Safe Built shall not perform services designated as the Responsibility of the Township Building Code Official. The responsibilities of the Building Code Official are set forth in **Attachment C**.

1.3 Changes to Services. The Township may request changes in the Services. Any changes to Services that are mutually agreed upon between the Township and Safe Built shall be made in writing and shall set forth the specific change(s) in service along with the change(s) in cost, if any.

1.4 Safe Built shall utilize the Township's Codes as its governing criteria in all plan reviews and inspections performed by Safe Built. Safe Built shall, from time to time, at no additional cost to the Township and at the request of the Township or as deemed appropriate by Safe Built, make recommendations for improvements, updates, additions, or deletions to the Township's Codes to maintain the building standards desired by the Township.

1.5 In consideration of Safe Built providing such services, the Township shall pay Safe Built for the services performed in accordance with the fee schedule included herein as "Attachment B – Fee Schedule for Building Department Services Provided by "Safe Built ". The compensation set forth in **Attachment B** shall be inclusive of all costs of any nature associated with Safe Built's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant or subcontractor fees. All services performed by Safe Built will be billed and submitted by Safe Built to the Township on a monthly basis for services provided up to the end of the applicable month. The Township shall pay all such undisputed bills or invoices within thirty (30) days of receipt by the Township.

1.6 Permit fees shall be based on project valuation as reasonably determined by Safe Built based on the International Construction Code Council (ICC) Building Valuation Data table and shall be defined as the total value of all construction work for which the permit is issued, and shall include but not be limited to: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, permanent equipment, architectural/engineering services and contractors profit. Said permit fees shall be approved by the Township Building Official and the Township Board. The valuation shall be, at a minimum, as stated in the "Building Valuation Data" table. ~~This table is published every February and August by the International Code Council Building Safety~~



Journal. Building valuation shall be adjusted at least annually according to the International Code Council Building Safety Journal.

- 1.7 Free or Reduced Cost Services. The parties acknowledge and understand that the Township is or may be required by law to waive inspection fees on a limited number of projects during a calendar year or may, at its discretion, waive or reduce inspection fees for certain projects that provide a substantial and direct public benefit (e.g., Township owned buildings, inspection related to court cases or following up services directed by a court of law). The Township shall notify Safe Built of such circumstance(s) at the earliest opportunity and the Township may request Safe Built to perform building and inspection services at no cost or at a reduced cost with the prior consent of Safe Built.
- 1.8 For purposes of this agreement, Kelly VanMarter is the Planning Director of the Township.
- 1.9 Safe Built shall investigate complaints of Township Code violations when directed by an administrative officer of the Township. Following such investigation, Safe Built shall report to the Township's Planning Director and, when instructed to do so, shall provide a written summary of such investigation to the Planning Director. At the request of the Township and upon approval of Safe Built, and subject to payment at the rate identified on "**Attachment B**" for such services, Safe Built shall assist the Township in pursuing administrative, criminal, and/or civil remedies against any violator of the Township's Codes including but not limited to, providing testimony by Safe Built inspectors in any proceedings regarding the violation.
1. 1.10 If Township ordinances or codes adopted by the Township do not specify when a permit expires, Safe Built will remove from active status (expire) all permits that have been inactive for a period greater than 180 calendar days. Inactive permits are those where work has been suspended, abandoned, or no inspections have been requested; and the permit applicant has not requested an extension during any consecutive 90 calendar day period.

## 2.0 SAFE BUILT'S RESPONSIBILITIES

- 2.1 Safe Built shall perform its services with the degree of care, skill, professionalism and diligence ordinarily exercised under similar circumstances by ~~members of the same profession or other entities~~ practicing or performing the substantially same or similar services in the State of Michigan. SafeBuilt represents to the Township that SafeBuilt is, and its employees performing such services are, properly licensed and/or registered within the State of Michigan for the performance of the Services and that SafeBuilt and its employees possess the skills, knowledge, and ability to competently, timely and professionally perform the Services in accordance with this Agreement. Safe Built further represents and warrants that the Services performed by Safe Built under this Agreement will be performed in a good and workmanlike manner consistent with industry standards.
- 2.2 Independent Contractor. Safe Built is and shall be an independent contractor and not an agent of the Township. Any provisions in this Agreement that may appear to give the Township the right to direct Safe Built as to details of doing work or to exercise a measure

of control over the work mean that Safe Built shall follow the direction of the Township as to end results of the work only. As an independent contractor, Safe Built and anyone employed by Safe Built is not entitled to workers' compensation benefits except as provided by Safe Built nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Safe Built or some other entity. The Township shall not be liable for the direct payment of any salaries, wages, payroll taxes, unemployment benefits, or any and all other forms or types of compensation or benefit to any personnel performing inspection services herein for said Township. Safe Built acknowledges that neither it nor its employees are covered by the Township's Workers' Compensation policy. Accordingly, Safe Built acknowledges and agrees that Safe Built is statutorily required to have in place, make available, and provide Workers' Compensation insurance for all of its employees.

- 2.3 Safe Built shall provide to the Township the work telephone numbers of all employees, including any mobile telephones that may be used to contact such employees during working hours while performing Services under this Agreement.
- 2.4 Safe Built shall employ a sufficient number of employees sufficiently experienced and knowledgeable to perform the Services in a timely and prompt manner and such employees shall at all times act in a professional, polite, and courteous manner to all persons regardless of the circumstances. The Township may in its sole ~~sole~~ reasonable discretion, demand the removal of any Safe Built employee from the performance of the Services, and upon such demand, Safe Built shall remove the employee.
- 2.5 Safe Built shall not allow employees, contractors, or subcontractors that are convicted of ~~specific~~ certain crimes to do work in Genoa Township. Those crimes include, but are not limited to, fraud, crimes involving theft, criminal sexual conduct, crimes involving assault or violence, crimes involving serious moral turpitude, gambling, prostitution, weapons violations, tax evasion, controlled substance crimes, or crimes involving excess alcohol. In addition, Safe Built shall not allow any employee, contractor or subcontractor to drive during their employ on a revoked or suspended driver's license or to drive an uninsured or underinsured vehicle while performing services under this Agreement.
- 2.6 Safe Built shall comply with all applicable federal, state and local laws, ordinances, regulations and resolutions in the performance of Services hereunder.
- 2.7 Safe Built shall be responsible, at its expense, for obtaining and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services (including licenses and permits for any required for any of its employees to perform the Services). Safe Built shall provide the Township with copies of all such licenses and permits.
- 2.8 If requested by the Township, Safe Built shall make the appropriate employees, contractors, subcontractors, agents and independent contractors available for court proceedings as witnesses, expert witnesses or otherwise, instituted by or involving the Township in either criminal or civil matters which involve services performed under this Agreement, including without limitation, appearances at pre-trial conferences, bench trials, jury trials, mediations, facilitations, and at all other times requested by the Township.

- 2.9 Safe Built shall make the appropriate employee, contractor, subcontractor, agents and independent contractors available for consultation with the Township Supervisor, the Township Manager, the Township attorney, the Planning Director and the Township Building Official, or their designees, to discuss issues regarding litigation and/or matters of interest to the Township Board of Trustees or the public.
- 2.10 Safe Built shall in a timely manner inform the Township Building Official and the Planning Director of all oral complaints and shall provide the Township Building Official and Planning Director copies of any and all written complaints it receives from third parties against the Township, Safe Built or any of their employees, contractors, subcontractors, agents or independent contractors. Safe Built shall work with the Building Official and/or the Planning Director, as directed, to resolve any such complaint and shall inform the Building Official and the Planning Director of any actions taken.
- 2.11 Safe Built acknowledges that its actions will reflect on the reputation of the Township and that it is imperative to the Township that Safe Built treat the Township and the public with the utmost fairness and respect. As such, Safe Built shall strictly comply with all requirements of this Agreement and shall perform its services in the most expeditious manner possible. In furtherance of this goal, the Township Manager, or his designee, may require periodic reviews of Safe Built's performance under this Agreement. Safe Built shall provide all information requested by the Township Manager or his designee for this purpose.
- 2.12 Safe Built shall provide the Township with such reports and information as the Township Manager or the Planning Director may reasonably request which are pertinent to Safe Built's performance under this Agreement.

### 3.0 LEASING OF OFFICE SPACE

- 3.1 Office Space. The Township shall provide Safe Built two (2) cubicles within the Township Hall or such other location as the Township may determine, for use by Safe Built employees, contractors, subcontractors, agents or independent contractors ~~in for the~~ performance of the Services under this Agreement and for use as a base for providing services to other Safe Built clients in the area. The Township shall also provide such Safe Built employees contractors, subcontractors, agents and independent contractors with access to Township facilities in the Township Hall (or such other location, as applicable) such as restrooms, kitchen facilities and conference rooms. Safe Built shall pay to the Township \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month as rent. This lease is a gross lease and shall include all utilities except telephone usage charges. Safe Built shall arrange and pay for telephone service directly with the provider, however, Safe Built's telephone lines shall be installed in such a manner so that the Township administrative staff may forward calls directly to the applicable Safe Built employee, contractor, subcontractor, agent or independent contractor while such person is in the Township Hall.
- 3.2 Building Modifications. Safe Built acknowledges and agrees that the leased space is suitable for its intended use. Safe Built shall not perform any modifications, improvements, additions or other construction to the leased space without the prior written consent of the

Township Supervisor or Township Manager. Any permitted improvements shall attach to the building and be considered Township property unless the parties agree otherwise in writing.

- 3.3 Maintenance. Safe Built shall maintain the leased spaced in a clean and neat manner and in compliance with all Township ordinances and state laws. The Township shall provide for trash removal and cleaning services.

#### 4.0 SAFE BUILT USE OF COMPUTERS, COPIERS, EQUIPMENT AND SUPPLIES

- 4.1 Use of Computers. Safe Built shall, at its expense, provide its employees, contractors, subcontractors, agents and independent contractors with desktop computers, software and other computer equipment as is necessary to perform the Services under this Agreement, except that the Township shall provide access to Safe Built to the Township's server, including the Township's data bases, as is necessary for Safe Built to perform its services under this Agreement only. Safe Built shall not use the Township's data bases or other equipment to perform services for Safe Built's other clients. The Township shall have access to all of Safe Built's data-bases and computer files and information that are pertinent to Safe Built's performance of Services under this Agreement at all times. The Township shall not access Safe Built's computer files related to Safe Built's other clients. Safe Built shall be responsible for maintaining its computer equipment and software at its expense and the Township shall be responsible for maintaining its computers and software.

- 4.2 Use of Internet. Safe Built employees, contractors, subcontractors, agents and independent contractors may access the internet from the Township offices only as necessary to perform the Services under this Agreement and as necessary to perform services for Safe Built's other clients.

- 4.3 Safe Built shall indemnify, hold harmless and defend the Township, including its elected and appointed officials, employees and volunteers against any and all claims, demands, suits and losses for any damages which may be asserted, claimed or recovered against or from the Township, its elected and appointed officials employees or volunteers by reason of any allegation of unauthorized use ~~erof~~ third party software provided that the Township gives Safe Built prompt written notice of any such claim and reasonable assistance in defending any such claim.

- 4.4 Safe Built shall supply all of its own office supplies and materials, including but not limited to, postage, paper, envelopes, letterhead, pens, pencils, markers and business cards. Any time that Safe Built uses the name "Genoa Township" or "Genoa Charter Township" or the Township logo on its letter head, documents, envelopes, business cards, or other printed materials, it must also include a Safe Built designation approved by the Township Manager.

#### 5.0 INSURANCE AND INDEMNIFICATION

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

5.1.1 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease – policy limit, and Five Hundred Thousand Dollars (\$500,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

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

5.1.3 Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) general aggregate.

5.2 Safe Built agrees to indemnify, hold harmless and defend the Township, its officers and employees from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage to the extent caused by the negligent act, omission, error or intentional act of Safe Built, or any officer, employee, representative or agent of Safe Built.

5.3 The Township shall indemnify Safe Built for claims against Safe Built arising from the proper enforcement of any of the Township's Codes, as defined herein, which are determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid.

5.4 Safe Built or its employees shall not be deemed to assume any liability for intentional or negligent acts of the Township or any of its officers, agents, or employees.

5.5 Safe Built agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to ensure against all liability, claims, demand, and other obligations assumed by Safe Built pursuant to the Indemnification provisions above. Such coverage shall be procured and maintained with forms and insurers acceptable to the Township.

## 6.0 CONFLICT OF INTEREST

During the term of this Agreement:

- a. Safe Built shall not perform any work for or provide any services to any private person or entity who owns or leases any building, structure, or property as to which Safe Built has or is providing review and/or inspection services for the Township as set forth in Paragraph 1.1 and/or Attachment "A";
- b. Neither Safe Built or any employee of Safe Built shall accept on his or her own behalf, or on behalf of a relative or friend, any gift, loan, or favor from a person or entity who owns or leases any building, structure, or property as to which Safe Built has or is providing review and/or inspection services for the Township as set forth in Paragraph 1.1 and/or Attachment "A", and;
- c. Safe Built shall not offer or provide anything of benefit to any Township official or employee that would place the official or employee in a position of violating the public trust as provided under any applicable Township policy or ordinance, or any applicable state or federal statute or case law. Safe Built shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Safe Built with regard to providing the Services pursuant to this Agreement. Safe Built shall not offer or provide anything of benefit to any Township official or employee that would place the official or employee in a position of violating the public trust as provided under the Township charter, Township Code of Ordinances, state or federal statutes, case law or ethical principles.

## 7.0 TERM AND TERMINATION

- 7.1 This Agreement shall become effective on the date written on the first page of this Agreement and shall remain in effect for a period of two (2) years (the "Initial Term"). Thereafter, this Agreement shall renew for successive one (1) year terms (each such term shall be known as a "Renewal Term") unless either party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or Renewal Terms as applicable.
- 7.2 The Township may terminate this Agreement upon ninety (90) days written notice to Safe-Built. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Township so requests, provided that the work to reach such completion and finalization does not exceed one hundred eighty (180) days. The Township shall pay all outstanding fees owed to Safe Built for the work accomplished to the date of termination within thirty (30) days of the termination.
- 7.3 Either party may terminate this Agreement for cause if the other party is in breach of a material provision of this Agreement and such breach is not cured within thirty (30) days of receipt of written notice.

7.4 Upon the effective date of termination of this Agreement: (1) all finished or unfinished documents, data, studies and reports prepared by Safe Built pursuant to this Agreement shall be delivered by Safe Built to the Township and shall become property of the Township, and (2) Safe Built shall submit to the Township a final accounting and final invoice of Charges for all outstanding and unpaid Services and reimbursable expenses performed by Safe Built up to the effective date of termination. Such final accounting and final invoice shall be delivered to the Township within thirty (30) days of the effective date of termination; thereafter, no other invoice, bill or other form of statement of charges owing to Safe Built shall be submitted or accepted by the Township.

## 8.0 OWNERSHIP OF DOCUMENTS

8.1 The Township and its duly authorized representatives shall have access to any books, documents, papers and records of Safe-Built that are pertinent to Safe-Built's performance under this Agreement for the purposes of audit or examination or other review of the Services, , and may make excerpts and transcriptions of the same.

8.2 All building inspection records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by Safe Built for any purpose other than the performance of the Services hereunder without the express prior written consent of the Township. All such records, documents, notes, data and other materials shall be deemed the exclusive property of the Township, and the Township shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Safe Built hereby assigns to the Township the copyright to all works prepared, developed, or created under this Agreement, including the right to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. Notwithstanding the above, materials, methodology and proprietary work used or provided by Safe Built to the Township not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by Safe Built and Safe Built reserves all rights granted to it by United States Copyright laws. The Township shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (i) for exclusive use internally by the Township staff and/or employees and contractors; (ii) pursuant to a request under the Michigan Freedom of Information Act, MCL 15.231 et.seq., or any Federal open records act to the extent that such statutes apply, (iii) as permitted by the United States Copyright laws, and (iv) pursuant to law, regulation, or court order. Safe Built waives any right to prevent its name from being used in connection with the Services.

8.3 Safe Built will be provided with a copy of the Township's Freedom of Information Act ("FOIA") policy. The Township is responsible for FOIA requests and Safe Built shall not directly respond to any third parties regarding any FOIA requests. Upon receipt of a FOIA request, Safe Built shall immediately give that request to the Planning Director. Safe Built shall provide specific information requested by the Township response to all FOIA

requests by the date and time requested by the Township Clerk or her designee in the format requested by the Clerk.

## 9.0 COMPLIANCE WITH LAWS

9.1 ~~Safe Built shall comply with all state and federal laws in the performance of its Services hereunder.~~

9.2-Safe Built will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Safe Built agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the Federal government, setting forth the provisions of the Equal Opportunity laws.

9.32 Safe Built shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Township at any time during the term of this Agreement.

9.43 Prohibition Against Employing Illegal Aliens: Safe Built shall not knowingly employ or contract with an illegal alien to perform work under this contract. Safe Built shall not enter into a contract with a subcontractor that fails to certify to Safe Built that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

## 10. LIMITATIONS

THE TOWNSHIP SHALL NOT BE LIABLE UNDER THIS AGREEMENT TO SAFE BUILT FOR LOST PROFITS, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY NATURE THEREOF, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO THE TOWNSHIP IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY THE TOWNSHIP, OR FOR ANY CLAIM OR DAMAGE ASSERTED BY ANY THIRD PARTY.

## 11. GENERAL

11.1 Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the provisions of Michigan law and the codes, resolutions, regulations, and ordinances related to the services covered herein. Venue for any action arising under this Agreement shall be in the State or Federal Courts in Michigan.



11.2 Notices. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Township: Genoa Charter Township  
2911 Dorr Road  
Brighton, MI 48116  
Attn: Gary McCririe, Supervisor  
Telephone: (810) 227-5225  
Facsimile: (810) 227-3240  
Email: [gary@genoa.org](mailto:gary@genoa.org)

With a copy to: Frank J. Mancuso, -Jr., -Esq.  
Mancuso & Cameron, P.C.  
317 W. Main Street  
Brighton, MI 48116  
Telephone: (810) 229-6167  
Facsimile: (810) 229-0250  
e-mail: [fmancuso@voyager.net](mailto:fmancuso@voyager.net)

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

With a copy to: Gregory K. Need, Esq.  
Adkinson, Need & Allen, P.L.L.C.  
40950 Woodward, Suite 300  
Bloomfield Hills, MI 48304  
Telephone: (248) 540-7400  
Facsimile: (248) 540-7401  
e-mail: [gneed@anafirm.com](mailto:gneed@anafirm.com)

11.3 Entire Agreement. This Agreement shall incorporate by reference as though fully set out herein Safe Built's Building Department Services Proposal, dated February 26, 2010 (the "Proposal"), except that Safe Built shall not perform the functions of the Genoa Township Building Official which include enforcement of building codes, issuance, suspension, revocation or cancellation of building permits, providing written code violation notices, the establishment of fees, providing official orders and notices and the issuance of certificates of use and occupancy. . This Agreement including its Attachments, and the Proposal constitute the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications,

representations, whether oral or written, with respect to the subject matter hereof. In the event of a conflict, the order of precedence shall be: (1) the terms of this Agreement, (2) the terms of the attachments to this Agreement, and (3) the terms of the Proposal.

- 11.4 No Waiver. A waiver by any party to this Agreement of the breach of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No covenant or term of this Agreement shall be deemed to be waived by the Township unless such waiver is in writing and signed by the Township Manager or Township Supervisor.
- 11.5 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the Township, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the Township and, in particular governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et. seq.
- 11.6 Binding Effect. This Agreement shall be binding upon the successors, heirs, legal representatives and assigns.
- 11.7 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or subcontractor of Safe Built. Absolutely no third party beneficiaries are intended by the Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 11.8 Survival of Terms and Conditions. The parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 11.9 No Assignment. Neither party shall assign all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement to another party or entity. Any unauthorized assignment shall be void.
- 11.10 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 11.11 Severability. If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be deemed severed from this Agreement and the remaining terms of this Agreement shall remain in full force and effect.
- 11.12 Force Majeure. Neither party shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is beyond the control of the party, including but not limited to, acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics,

quarantines, strikes, labor disputes and freight embargoes, to the extent that such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

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

Genoa Charter Township

SAFEbuilt Michigan, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ATTACHMENT A

### List of Services Provided by SAFEbuilt for Genoa Charter Township.

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

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

Unless otherwise indicated, charges for all Services listed herein are included in the fees set forth in Attachment B, Building Department Fee Schedule.

Safe Built shall perform the following Services:

##### Building Department Services:

- 1 Monitor adopted building codes, including investigating complaints concerning code violations, assisting in any proceedings related to the correction of identified building code deficiencies
- 2 Assist the Building Official in enforcing adopted codes with regard to unsafe structures, existing building, and energy code compliance
- 3 Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means and provide such documentation to the Building Official
- 4 Interpret codes to provide clarification as needed
- 5 Review and recommend local ordinances as they relate to the building codes
- 6 Provide training for inspectors on Genoa Charter Township ordinances and amendments
- 7 Offer services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence
- 8 Provide, complete and/or assist as directed by the Building Official, all agreed upon forms, reports, letters or other correspondence as are required by the Township to maintain all building department functions
- 9 Maintain proper legal records, record retention and document storage
- 10 Participate in the development and implementation of Township goals, objectives, policies and priorities.

##### Plan Review Services:

- 1 Accept and perform plan review electronically, as well as in traditional paper format
- 2 Work with the applicant on submittal requirements in order to ensure the process is not held up for minor issues
- 3 Examine all commercial and residential projects including drawings, specifications, computations, and additional data
- 4 Determine if plans conform to the required strengths, stresses, strains, loads, and stability of adopted building codes, applicable local amendments, and all other pertinent laws and ordinances and report such determinations to the Building Official

- 5 Perform the following reviews: building code, accessibility, mechanical, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, means of egress, accessibility, energy code, and foundation
- 6 Provide timely feedback to the Township staff in order to keep the plan review process on task and on schedule
- 7 Add additional resources as needed to keep reviews on schedule and provide needed expertise on certain aspects of the reviews
- 8 Return a set of finalized plans and all supporting documentation
- 9 Review all revisions and be available for consultation after review is completed

Additional Services:

For projects of major scope and size Safe Built will:

1. Be available for consultation in the planning process to highlight building code requirements that could affect the project
2. Be available for and participate in pre-submittal meetings
3. Be available for and participate in preliminary reviews of projects with the Fire Marshall
4. Utilize licensed engineers for structural design as necessary and coordinate reviews for fire protection systems, soils, and structural masonry

Inspection Services:

As part of Safe Built's inspection services, Safe Built will:

1. Coordinate all inspection requests
2. Perform inspections of residential and non-residential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances
3. Perform all inspections as per adopted building codes and local amendments
4. Provide on site inspection consultations to citizens and contractors
5. Observe safety and security procedures and immediately report potentially unsafe conditions
6. Perform all inspections called in before 4:00 pm on the next business day
7. Identify and document any areas of non-compliance and suggest alternate means when appropriate
8. Notify the Building Official of observed or known code enforcement violations
9. Report all findings to the Building Official
10. Provide the Building Official with all information to assist the Building Official in the performance of his/her duties.

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

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

Stated plan review times are to first comments issued:

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

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

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

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

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

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

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

<ul style="list-style-type: none"> <li>▪ Field consultation with homeowners, builders, and contractors</li> </ul>
<ul style="list-style-type: none"> <li>▪</li> </ul>
<ul style="list-style-type: none"> <li>▪ Pre-construction meeting and reviews for projects of major scope and size</li> </ul>
<ul style="list-style-type: none"> <li>▪ Be available at Township Supervisor's or Manager's request to attend council, staff and other special meetings</li> </ul>
<ul style="list-style-type: none"> <li>▪ Pick up and drop off plans and permits as required</li> </ul>
<ul style="list-style-type: none"> <li>▪ Recommendation of codes for adoption and/or amendment</li> </ul>
<ul style="list-style-type: none"> <li>▪ SAFEbuilt Michigan will fulfill the functions and responsibilities of the following positions: Plans Examiner and Inspector</li> </ul>
<ul style="list-style-type: none"> <li>▪ Provide permit applications, inspection forms, and building guides</li> </ul>
<ul style="list-style-type: none"> <li>▪ SAFEbuilt's Permitting Software Portal and reports</li> </ul>
<ul style="list-style-type: none"> <li>▪ SAFEbuilt's Project Inspection Portal for projects of major scope and size</li> </ul>

Genoa Charter Township      SAFEbuilt Michigan, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ATTACHMENT C BUILDING OFFICIAL RESPONSIBILITIES

The following are responsibilities of the Building Code Official:

1. Enforcement of building codes.
2. Issuance, suspension, revocation or cancellation of building permits.
3. Providing written code violation notices.
4. Assist in the establishment of fees.
5. Providing official orders and notices.
6. ~~Provide information, education, and recommendations to the public on how to obtain and maintain building code compliance.~~
- 7-6. Issue "Stop Work" orders for work done without a permit
- 8-7. Issue "Dangerous Building Notices"
- 9-8. Review files for buildings being completed and issue Certificates of Occupancy where applicable
- 10-9. Review monthly reports and annual reports for work performed and fees collected among other activities in a format acceptable to the Township
- 11-10. Meet with applicants for pre-submittal courtesy reviews
- 12-11. Work in unison with the Brighton Area Fire Authority to ensure compliance with any applicable fire codes and to be certain that all commercial and multi-family residential structures have been properly inspected prior to issuing a Certificate of Occupancy
- 13-12. Provide advice, education, and support to the Township Board and department heads regarding code interpretations and adoptions
14. ~~Provide direction and supervisory support to all Building Department personnel.~~
- 15-13. Fulfill all the duties and legal requirements set forth by the State of Michigan Building Codes and the Township Code of Ordinances
- 16-14. Oversee qualified and certified personnel to perform inspections, plan review and Building Code Official duties as required by the State of Michigan
- 17-15. Review and respond to all Freedom of Information Act ("FOIA") requests in compliance with the Township's FOIA procedure and review all subpoenas or requests for any documents or information concerning court cases
- 18-16. Review and determine all fee disputes with third parties
- 19-17. Facilitate and assist the Building Code Board of Appeals for the Township and maintain records
- 20-18. Interpret and decide all building code questions requiring official action within the Building Department
- 21-19. Provide all other services under State Law, the Township Code of Ordinances, Resolutions of the Township Board or as implied under the duties and scope of services listed in this Agreement.

Formatted: Indent: Left: 0.25", No bullets or numbering


1

---

<sup>1</sup> FJM/kdl 9/29/10



## MEMORANDUM

TO: Township Board  
FROM: Mike Archinal   
DATE: 12/3/10  
RE: CRW Plastics Industrial Facilities Exemption

State statute requires that the Township Board take action to set a public hearing to consider tax abatements and notify all taxing entities. We have received a request from CRW plastics. Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to set a public hearing for January 1, 2011 and to give statutory notice for an Industrial Facilities Exemption request from CRW Plastics.**

## MEMORANDUM

TO: Township Board  
FROM: Mike Archinal   
DATE: 12/3/10  
RE: Fire Hall Leases

Please find attached lease agreements between the Brighton Area Fire Department and Genoa Charter Township for the Chilson and Dorr Road stations. These agreements were drafted after I met with the Fire Chief. They have been reviewed by our attorney and the Authority's attorney. Basically the agreements are for a commercial lease that places the responsibility for normal maintenance such as cleaning, snow plowing and lawn service on the tenant (BAFA) instead of the landlord (Genoa). The effective date of the agreement should be January 1, 2011. These agreement will result in a general fund savings of approximately \$33,000 per year. It will also remove the burden of oversight from the Township administration. Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the lease agreements between the Brighton Area Fire Authority and Genoa Charter Township as presented effective January 1, 2011.**

## LEASE FOR 2755 DORR ROAD

### 1. PARTIES

This lease, dated this \_\_\_\_ day of September, 2010, is made by and between GENOA CHARTER TOWNSHIP, a municipal corporation, whose address is 2911 Dorr Road, Brighton, MI 48116, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, whose address is 615 West Grand River, Brighton, MI 48114, (hereinafter called "Lessee").

WITNESSETH:

### 2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, Lessor hereby leases to Lessee Lessee hereby leases from Lessor, certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, with the address 2755 Dorr Road, Brighton, Michigan, known as Station 34 more particularly described on Exhibit A, subject to easements, restrictions of record and Genoa township ordinances, to be used as a fire station and related uses. Said real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises."

### 3. TERM

A. The term of this lease shall be for five (5) years, commencing on October 1, 2010 ("commencement date"), and ending on September 30, 2015, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee and Lessor may by agreement, extend the lease for an additional term as the parties shall so agree (the "Renewal Term"). All terms and conditions contained in this Lease shall apply during such Renewal Term. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term.

### 4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste.

### 5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 3 for the Lease Term (and the Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the

Term and again at the beginning of the Renewal Term, if applicable, at Lessor's address as set forth above and shall pay the maintenance expenses as they become due as provided herein.

## 6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, subject to easements, restrictions of record and Genoa Township ordinances, without interference or hindrance from Lessor or persons claiming by or through Lessor.

## 7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the premises, Lessor shall have the right to enter the premises at reasonable times during normal business hours and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the premises, or to show the premises to prospective lessees, and for other reasonably related and lawful purposes.

## 8. COMPLIANCE WITH LAWS

Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, and safety laws.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

## 9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction. Lessee shall be responsible for

obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility. Notwithstanding the foregoing, Lessee may, without Lessor's consent, make interior non-structural Alterations in and to the Leased Premises which are consistent in quality, color and decor to any plans and specifications previously approved by Lessor; provided that (a) the cost thereof does not exceed Five Thousand Dollars (\$5,000) during any lease year, and (b) electrical, plumbing and HVAC systems and the building exterior shall be deemed structural for purposes of the foregoing.

B. Removal by Lessee. All Alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not so elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

#### 10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.

## 11. SERVICES

During the term of this Lease, Lessee shall, at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, refuse disposal, telephone, sewer service and other utilities to the Leased Premises and shall pay for the same when due. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

## 12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment.

B. Lessee's Obligations. Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the premises in good order and condition. Lessee shall also perform snow removal and maintain the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this lease. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance"). Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request furnish proof reasonably satisfactory to Lessor that all such

systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system, Lessor shall be responsible for all maintenance and repairs to the HVAC system (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system shall become Lessee's obligation.

### 13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

### 14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

### 15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

### 16. HAZARDOUS MATERIALS

Lessee warrants that neither Lessee, nor to Lessee's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under or about the premises or transported any regulated or environmentally hazardous substance to or from the premises in violation of any state or federal environmental statutes or regulations.

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future

defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

#### 17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

#### 18. EMINENT DOMAIN



If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

## 19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

Upon the nonpayment of the whole or any portion of rent at the time same becomes due and payable, Lessor may declare this lease at an end and recover possession of the premises as if the same were held by forcible detainer, and Lessee does hereby waive notice of such election, or of any demand for the possession of the premises.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Lessee, and a breach is established, then Lessee shall pay to Lessor all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

## 20. SIGNS

Lessee will be allowed to maintain the sign or letters on the outside of the building that are present at the time of the effective date of this lease. Lessee may add additional or different signs with Lessor approval.

## 21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

## 22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

## 23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

### B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all

other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

#### 24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

#### 25. HEADINGS

The titles and headings of this lease are for convenience of reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

#### 26. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

#### 27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

#### 28. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by

facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Genoa Charter Township  
2911 Dorr Road  
Brighton, MI 48116  
Attn: Supervisor

With a copy to:

Frank J. Mancuso, Jr., Esq.  
Mancuso & Cameron, P.C.  
317 W. Main Street  
Brighton, MI 48116

Lessee:

Brighton Area Fire Authority  
615 West Grand River  
Brighton, MI 48114  
Attn: Chief

With a copy to:

Neal Nielson, Esq.  
Neal Nielson & Associates  
2000 Grand River Annex  
Suite 200  
Brighton, MI 48114-3800

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

LESSOR: Genoa Charter Township

LESSEE: Brighton Area Fire Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

Section 14 T2N R5E beginning SW corner, then North 02 degrees West 1,327.31 feet then North 87 degrees East 50 feet then North 02 degrees West 400 feet then North 87 degrees East 15 feet then North 02 degrees West 315.66 feet then SE'LY along the South row I-96 to the West 1/8<sup>th</sup> line then South 02 degrees East 1,031 feet then South 87 degrees West 582.39 feet then North 02 degrees West 208.71 feet then South 87 degrees West 208.71 feet then South 02 degrees East 208.71 feet then South 87 degrees West 538.28 feet to point of beginning. Cont. 45.73 AC M/L split 5/94 from 006 & 010.

Tax ID #4711-14-300-022

Commonly known as 2755 Dorr Road, Brighton, MI 48116

## LEASE OF 1315 CHILSON ROAD

### 1. PARTIES

This lease, dated this \_\_\_\_ day of September, 2010, is made by and between GENOA CHARTER TOWNSHIP, a municipal corporation, whose address is 2911 Dorr Road, Brighton, MI 48116, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, whose address is 615 West Grand River, Brighton, MI 48114, (hereinafter called "Lessee").

WITNESSETH:

### 2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, with the address 1315 Chilson Road, Howell, MI known as Station 35 more particularly described on Exhibit A, subject to easements, restrictions of record and Genoa township ordinances, to be used as a fire station and related uses. Said real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises."

### 3. TERM

A. The term of this lease shall be for five (5) years, commencing on October 1, 2010 ("commencement date"), and ending on September 30, 2015, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee and Lessor may by agreement, extend the lease for an additional term as the parties shall so agree (the "Renewal Term"). All terms and conditions contained in this Lease shall apply during any such Renewal Term. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term, if any.

### 4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste.

### 5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 3 for the Lease Term (and the Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the

Term and again at the beginning of the Renewal Term, if applicable, at Lessor's address as set forth above and shall pay the maintenance expenses as they become due as provided herein.

## 6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, subject to easements, restrictions of record and Genoa Township ordinances, without interference or hindrance from Lessor or persons claiming by or through Lessor.

## 7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the premises, Lessor shall have the right to enter the premises at reasonable times during normal business hours and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the premises, or to show the premises to prospective lessees, and for other reasonably related and lawful purposes.

## 8. COMPLIANCE WITH LAWS

Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, and safety laws.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and then charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

## 9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction. Lessee shall be responsible for

obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility. Notwithstanding the foregoing, Lessee may, without Lessor's consent, make interior non-structural Alterations in and to the Leased Premises which are consistent in quality, color and decor to any plans and specifications previously approved by Lessor; provided that (a) the cost thereof does not exceed Five Thousand Dollars (\$5,000) during any lease year, and (b) electrical, plumbing and HVAC systems and the building exterior shall be deemed structural for purposes of the foregoing.

B. Removal by Lessee. All Alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not so elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

#### 10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.



## 11. SERVICES

During the term of this Lease, Lessee shall, at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, refuse disposal, telephone, sewer service and other utilities to the Leased Premises and shall pay for the same when due. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

## 12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment.

B. Lessee's Obligations. Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the premises in good order and condition. Lessee shall also perform snow removal and maintain the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this lease. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance"). Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request furnish proof reasonably satisfactory to Lessor that all such

systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system, Lessor shall be responsible for all maintenance and repairs to the HVAC system (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system shall become Lessee's obligation.

### 13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

### 14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

### 15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

### 16. HAZARDOUS MATERIALS

Lessee warrants that neither Lessee, nor to Lessee's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under or about the premises or transported any regulated or environmentally hazardous substance to or from the premises in violation of any state or federal environmental statutes or regulations.

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future

defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

#### 17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

#### 18. EMINENT DOMAIN

If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

## 19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

Upon the nonpayment of the whole or any portion of rent at the time same becomes due and payable, Lessor may declare this lease at an end and recover possession of the premises as if the same were held by forcible detainer, and Lessee does hereby waive notice of such election, or of any demand for the possession of the premises.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Lessee, and a breach is established, then Lessee shall pay to Lessor all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

## 20. SIGNS

Lessee will be allowed to maintain the sign or letters on the outside of the building that are present at the time of the effective date of this lease. Lessee may add additional or different signs with Lessor approval.

## 21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

## 22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

## 23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

### B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all

other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

#### 24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

#### 25. HEADINGS

The titles and headings of this lease are for convenience of reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

#### 26. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

#### 27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

#### 28. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by

facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Genoa Charter Township  
2911 Dorr Road  
Brighton, MI 48116  
Attn: Supervisor

With a copy to:

Frank J. Mancuso, Jr., Esq.  
Mancuso & Cameron, P.C.  
317 W. Main Street  
Brighton, MI 48116

Lessee:

Brighton Area Fire Authority  
615 West Grand River  
Brighton, MI 48114  
Attn: Chief

With a copy to:

Neal Nielson, Esq.  
Neal Nielson & Associates  
2000 Grand River Annex  
Suite 200  
Brighton, MI 48114-3800

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

LESSOR: Genoa Charter Township

LESSEE: Brighton Area Fire Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

Section 7 T2N R5E beginning South 88 degrees 52 minutes 52 seconds West 547.82 feet from East  $\frac{1}{4}$  corner then North 18 degrees, 05 minutes 18 seconds West 809.84 feet to point of beginning then North 18 degrees 05 minutes 18 seconds West 114.45 feet then North 71 degrees 54 minutes 42 seconds East 70 feet then North 18 degrees 05 minutes 18 seconds West 366.96 feet then North 63 degrees 43 minutes 08 seconds East 45 feet then South 60 degrees 17 minutes 34 seconds East 334.83 feet then South 29 degrees 42 minutes 26 seconds West 200 feet then South 60 degrees 17 minutes 34 seconds East 142.34 feet then South 71 degrees 54 minutes 42 seconds West 286.94 feet to point of beginning cont. 2.09 AC split on 08/15/2007 from 4711-07-200-043.

Tax ID #4711-07-200-046

Commonly known as 1315 Chilson Road, Howell, MI 48843



## MEMORANDUM

TO: Township Board  
FROM: Mike Archinal  
DATE: 12/3/10  
RE: Latson Interchange Appropriation

The Michigan Department of Transportation and the Livingston County Road Commission are asking the various participants to formally identify their level of support for the Latson Interchange. As we have discussed the Township has set aside funds for "Future Roads" for many years. Right-of-way acquisition for the Latson Interchange has always been identified as the primary purpose of this account. The other proffer we have made is related to a pedestrian amenity for the overpass. The amount of \$500,000 from "Parks and Recreation" is earmarked for this purpose. Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to formally express the Township Board's commitment to the Latson Interchange project by appropriating \$1,000,000 for right-of-way acquisition and \$500,000 towards the construction of a pedestrian walkway.**

11-28-10

Mike -  
Enclosed is the final social  
check for the Cheng  
Memorial. Sorry it  
took so long to receive a  
check from the newly formed  
foundation. Thanks for all  
of your help on this -  
William  
Cheng

SELCPA FOUNDATION  
125 S. CHURCH ST.  
Brighton, MI 48116

# 1002

Date NOV. 19, 2010 74-1361/724

**PAY TO THE ORDER OF** GENOA Township

Sixty Three Hundred Twenty Eight <sup>00</sup>/<sub>100</sub>

**\$ 6,328 <sup>00</sup>/<sub>100</sub>**

**DOLLARS** Security Features Included. Details on Back.

**MICHIGAN COMMERCE BANK**  
BRIGHTON OFFICE  
www.michigancommercebank.com

Memo UW Cheng Memorial Wall

*William A. Stroh*

⑆072413612⑆ 80118003579⑆

Board Correspondence

To Board 12/06



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
PUBLIC SERVICE COMMISSION

ANDREW S. LEVIN  
ACTING DIRECTOR

Monica Martinez      Orjiakor N. Isiogu      Greg R. White  
COMMISSIONER      CHAIRMAN      COMMISSIONER

October 29, 2010

To cities/villages/townships:

On December 21, 2006, Public Act 480 of 2006, MCL 484.3301 et seq, the "Uniform Video Services Local Franchise Act" was signed into law. The Michigan Public Service Commission (MPSC) is the agency designated to implement the Act. This letter is being sent to municipalities (franchise entities) within the state of Michigan.

Section 12 (2) of the Act states:

The commission shall file a report with the governor and legislature by February 1 of each year that shall include information on the status of competition for video services in this state and recommendations for any needed legislation. A video service provider shall submit to the commission any information requested by the commission necessary for the preparation of the annual report required under this subsection. The obligation of a video service provider under this subsection is limited to the submission of information generated or gathered in the normal course of business.

To assist MPSC Staff with gathering information for the report to the Governor and Legislature, please complete our electronic survey, which is located at [www.michigan.gov/mpsc](http://www.michigan.gov/mpsc). Beginning on November 1, click on the Video/Cable link and look for the survey in the Spotlight section. Please submit your responses to the survey by **November 30, 2010**. The survey is quick and easy, and should take about 10-15 minutes of your time. It is important that MPSC Staff not only receive feedback from the providers, but also the franchise entities as well. This survey is conducted on an annual basis.

Your cooperation in submitting your survey answers to this office is greatly appreciated. Should you have any questions regarding this information, please contact Ryan McAnany, of my staff, at (517) 241-6139 or at [mcananyr@michigan.gov](mailto:mcananyr@michigan.gov).

Very truly yours,

*Robin P. Ancona*

Robin P. Ancona, Director  
Telecommunications Division

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



# Consumer Alert

## FILE A VIDEO/CABLE TELEVISION COMPLAINT

### The MPSC's role in handling video/cable television complaints

On December 21, 2006, Governor Granholm signed legislation to promote competition for video services in the state of Michigan. Public Act 480 of 2006, or as it is more commonly known, the "Uniform Video Services Local Franchise Act" charges the Michigan Public Service Commission (MPSC) with implementing the Act. The MPSC now has the responsibility to handle cable inquiries and complaints.

### Are you having a problem with your video/cable television provider?

If you are experiencing problems with your provider, you should first contact your provider and attempt to resolve your dispute with them.

### Not satisfied? File an informal complaint with the MPSC

If you are dissatisfied with the provider's response, or the dispute is not resolved to your satisfaction, you may file an informal complaint with the MPSC.

### How does the informal complaint process work?

- A customer contacts the MPSC with a video/cable television complaint.
- MPSC Staff forwards the complaint to the provider and informally mediates (if necessary) between the provider and the customer.
- The provider is allowed up to 10 business days (under normal circumstances) to respond and provide a detailed resolution to both the customer and the MPSC.

### Still not satisfied? File a formal complaint and request a hearing

If you remain dissatisfied even after the Staff has completed the informal complaint process, you may file a Formal Complaint.

A customer will be permitted to file a formal complaint **only**:

- After the informal complaint process has been completed; and
- a satisfactory resolution has not been reached between the provider and the customer.

To request a formal hearing, prepare a letter of complaint explaining the problem. Send the original and seven (7) copies of the letter/complaint to the MPSC at the following address:

**Executive Secretary  
MPSC  
P.O. Box 30221  
Lansing, MI 48909**

The written complaint must contain the following information:

- customer name, address, telephone number, and signature;
- the name and address of the provider with whom there is a disagreement;
- the location/address of the disputed action;
- the time and dates of the disputed actions;
- a description of exactly what happened – include all details, the names and addresses of any persons involved, disputed charges and costs.

Identify the specific section(s) of the Video Act that are alleged to have been violated and state sufficient facts to support the alleged violation(s). Specify the relief requested.

Please return all payment coupons with your check or money order, payable to DTE Energy, five business days prior to the due date. Do not send cash or attach notes to the payment coupon.

Be sure to write your account number(s) on your check or money order.

Board Correspondence

## Detail of Current Charges

For Service at 2911 Dorr Rd, Howell, MI

### Detroit Edison R16 Business Electric Service

#### Current Charges

##### Power Supply Charges:

Power Supply Energy	5920 KWH @ 0.06977	413.04
Power Supply Cost Recovery	5920 KWH @ -0.00564	-33.39
Renewable Energy Plan Surchg		16.58
Other R16 Power Supply Surchg+		.46

##### Delivery Charges:

Service Charge		8.78
Distribution	5920 KWH @ 0.03813	225.73
Energy Optimization		6.88
Other Delivery Surcharges**		25.88

**Total Detroit Edison Current Charges 663.96**

#### Excess Generation Bank:

Beginning Balance	0 KWH	
Adjustments	0 KWH	
Ending Balance/Estimated Value	0 KWH @ -0.10226	0

#### Current Billing Information

Service Period	Sep 30, 2010 - Oct 28, 2010
Days Billed	28
Meter Number	6090652 20
Meter Reading	43 Actual - 80 Actual
Difference	37
Multiplier	160
KWH Inflow	5920
Meter Number	6090652 20
Meter Reading	0 Actual - 0 Actual
Difference	0
Multiplier	160
KWH Outflow	0

Your next scheduled meter read date is on or around NOV 29, 2010

#### Usage History - Average per day

	Current Month	Last Month	Year Ago
KWH Usage	211.0	255.0	267.0
Change		-17%	-20%

**Total Current Charges 663.96**

\*\*Other Delivery Surcharges include Nuclear Decommissioning, Choice Implementation Surcharge, U-15768 RRA, Securitization Bond and Bond Tax charges.

+ Other R-16 Power Supply Surcharges for net metering includes the Enhanced Security Surcharge.

Average Usage History - Average per day for net metering customers is calculated as meter generation plus inflow from Detroit Edison less outflow to Detroit Edison (Gen + In - Out) divided by the number of days in the billing period. This will be equal to site average per day only if all generation is metered.

#### If You Smell Natural Gas and MichCon is Your Natural Gas Provider, Call 800.947.5000

If the odor is strong, leave the building immediately. Do not use electric switches or an open flame. Open doors and windows.

#### If Your Electricity Goes Out

Check your fuses or circuit breakers, then see if your neighbors' lights are on. To report an outage or fallen power line, contact your electric company. Detroit Edison customers, call 800.477.4747 or visit dteenergy.com from a location that has power. Stay at least 20 feet away from a fallen power line and anything it's touching, including metal fences and puddles.

#### Energy Theft is illegal & dangerous

Confidentially report suspected tampering by calling our theft hotline at 800.441.6698.

#### For More Information

For more information on your bill or alternative payment methods, call 800.477.4747, visit dteenergy.com, or write to DTE Energy, One Energy Plaza, Detroit, MI 48226-1221.

Detroit Edison and MichCon are DTE Energy subsidiaries and are regulated by the Michigan Public Service Commission, Lansing, Michigan. The Securitization Bond Charge has been sold by Detroit Edison to the Detroit Edison Securitization Funding LLC.



**Payment Coupon**

Please indicate amount paying \$ \_\_\_\_\_

Account Number	2156 196 0004 6
Due Date:	November 29, 2010
Total Due:	\$663.96

\*\*\*T145\*2\*P03\*\*\*\*\*AUTO\*\*3-DIGIT 481  
 GENOA TOWNSHIP HALL  
 2911 DORR RD  
 BRIGHTON MI 48116-9436



Mail Payments To:

DTE Energy  
 P.O. Box 740786  
 Cincinnati OH 45274-0786

For address corrections, please visit [dteenergy.com](http://dteenergy.com)  
 or call 800.477.4747.

Return upper portion with your payment 407497616  
 Keep lower portion for your records

**Contact Information**

Gas Leak or Gas Emergency	800.947.5000
Billing Inquiry	313.235.5120 X55120
Hearing-Impaired TDD Line	800.888.6886 (Mon-Fri 8am-5pm)
Web Site	<a href="http://dteenergy.com">dteenergy.com</a>

**Summary of Charges**

Account Number 2156 196 0004 6

Account Balance as of Oct 01, 2010	891.31
Payment Received Oct 22, 2010. Thank You!	-891.31
Balance Prior to Current Charges	0.00
<b>Current Charges</b>	
Detroit Edison R16 Business Electric Service	663.96
<b>Total Current Charges</b>	<b>663.96</b>
Account Balance as of November 5, 2010	<b>\$663.96</b>

Your current charges are due on November 29, 2010. A 2% late payment charge will be applied if paid after the due date.

**Important Information**