

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**July 21, 2014**  
**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: July 7, 2014
3. Consider approval of proposal from Tetra Tech for 2014 Sidewalk Installation, Construction and Design Phase engineering services.

**Approval of Regular Agenda:**

4. Request for approval of a modification of connection fees for the MHOG Water District and the GO Sanitary Sewer District as recommended by Township Engineer Tesha Humphriss and Tetra Tech.
5. Open public hearing and review of site plan application and impact assessment for a 1,000 square foot addition, located at 900 S. Latson Road, Howell, Parcel #4711-05-400-059. The request is petitioned by Buffalo Wild Wings.
  - A. Disposition of Environmental Impact Assessment.
  - B. Disposition of Site Plan. (06-27-14)
6. Open public hearing and review of site plan, impact assessment, and special use for a proposed USA2GO gas station and drive thru restaurant, located at a vacant lot on the west side of Latson Road, south of Grand River Avenue on the corner or Grand Oaks Drive, Sec. 8, Howell. The request is petitioned by Karum Bahnam.
  - A. Disposition of Special Use.
  - B. Disposition of Environmental Impact Assessment.
  - C. Disposition Regarding Site Plan. (06-26-14)
7. Open public hearing and review of site plan and impact assessment for a 58 space parking lot expansion, located at 2200 Dorr Road, Brighton Parcel #4711-15-200-018. The request is petitioned by Jim Branscum on behalf of Wellbridge of Brighton.
  - A. Disposition of Environmental Impact Assessment.

B. Disposition of Site Plan. (06-24-14)

8. Open public hearing and review of sketch plan, impact assessment, and special use for automotive sales, located at 2860 E. Grand River Avenue, Howell, Parcel #4711-06-200-056.

The request is petitioned by Joseph Hood.

A. Disposition of Special Use.

B. Disposition of Environmental Impact Assessment.

C. Disposition of Sketch Plan. (06-06-14)

9. Request for approval of annual rate adjustments for the Lake Edgewood Water and Pine Creek Sewer and Water customers as requested by Utilities Director Greg Tatara.

10. Oak Pointe Wastewater Treatment Plant consolidation project:

A. Update on bond sale.

B. Consider approval of a construction contract with Fonson Construction for the installation of the Chilson Road force main.

C. Consider approval of a construction contract with A.Z. Shmina for Oak Pointe equalization pump station and Genoa Ocoola Wastewater Treatment Plant Biosolids Handling Facility.

D. Consider approval of a construction phase services proposal from Tetra Tech dated July 14, 2014.

E. Consider approval of an amendment to the sewage treatment agreement between the Genoa-Ocoola Sewer and Water Authority and Genoa Charter Township dated April 17, 2013.

11. Discussion of a joint overlay project on Golf Club Road with Ocoola Township.

Correspondence

Member Discussion

Adjournment

\*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: July 21, 2014

TOWNSHIP GENERAL EXPENSES: Thru July 21, 2014	\$202,852.66
July 18, 2014 Bi Weekly Payroll	\$77,506.29
OPERATING EXPENSES: Thru July 21, 2014	\$172,269.56
TOTAL:	<u>\$452,628.51</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
30801	PRINTING	Printing Systems	06/24/2014	75.60
30802	WALMART	Walmart Community	06/24/2014	363.99
30803	ETNA SUP	Etna Supply Company	06/30/2014	3,120.00
30804	MASTER M	Master Media Supply	06/30/2014	51.34
30805	Net serv	Network Services Group, L.L.C.	06/30/2014	341.50
30806	Perfect	Perfect Maintenance Cleaning	06/30/2014	565.00
30807	TRI COUN	Tri County Supply, Inc.	06/30/2014	311.50
30808	US BANK	U.S. Bank	06/30/2014	1,083.84
30809	Woodcraf	Woodcraft Design Build	06/30/2014	40.00
30810	RUTHIG A	Amy Ruthig	07/02/2014	30,000.00
30811	Clarke	Jane Clarke	07/08/2014	25.00
30812	COMC	Comcast	07/08/2014	323.81
30813	COOPERST	Cooper's Turf Management LLC	07/08/2014	1,030.00
30814	DTE LAKE	DTE Energy	07/08/2014	1,158.46
30815	DubyC	Cynthia Duby	07/08/2014	90.62
30816	Duncan	Duncan Disposal Systems	07/08/2014	80,350.94
30817	EHIM	EHIM, INC	07/08/2014	4,731.22
30818	EIT	EIT Title	07/08/2014	600.00
30819	ELECTSOU	MC&E/ELECTION SOURCE	07/08/2014	840.70
30820	GORDONFO	Gordon's Food Services	07/08/2014	218.73
30821	HURON RI	Huron River Watershed Council	07/08/2014	1,070.33
30822	JOHNSONR	Johnson, Rosati, Schultz & Jop	07/08/2014	52.50
30823	LIVCP&A	Livingston Press & Argus	07/08/2014	1,021.01
30824	Lizak	Jean Lizak	07/08/2014	25.00
30825	LIZAKSTE	Steve Lizak	07/08/2014	25.00
30826	Lollio K	Kelly Lollio	07/08/2014	306.25
30827	MateviaG	Gerald Matevia	07/08/2014	25.00
30828	MateviaJ	Joyce Matevia	07/08/2014	25.00
30829	Mcclure	Cecelia McClure	07/08/2014	90.62
30830	McGrath	Carol McGrath	07/08/2014	25.00
30831	MEMMER	Larry W. Memmer	07/08/2014	87.50
30832	MichMuni	Michigan Municipal Risk Mgmt A	07/08/2014	26,159.83
30833	Net serv	Network Services Group, L.L.C.	07/08/2014	1,032.50
30834	P&ZNEWS	Planning & Zoning News	07/08/2014	185.00
30835	PFEFFER	Pfeffer, Hanniford, Palka	07/08/2014	6,000.00
30836	Pontem	Pontem	07/08/2014	471.00
30837	Poppy	Kathryn Poppy	07/08/2014	25.00
30838	Smyth	Allen Smyth	07/08/2014	25.00
30839	SmythM	Marilynn Smyth	07/08/2014	25.00
30840	WATSON V	Victor Watson	07/08/2014	96.87
30841	WEX	WEX Bank	07/08/2014	85.20
30842	Withorn	Margaret Withorn	07/08/2014	25.00
30843	Lollio K	Kelly Lollio	07/10/2014	300.00
30846	USTREASU	United States Treasury	07/18/2014	775.00
30847	SOM-TRE	State Of Mich- Dept Of Treasur	07/18/2014	6,455.09
30848	ARCHINAL	Michael Archinal	07/15/2014	331.45
30849	ATT& IL	AT&T	07/15/2014	137.80
30850	BLUE CRO	Blue Cross & Blue Shield Of Mi	07/15/2014	24,986.55
30851	BullsEye	BullsEye Telecom	07/15/2014	270.09
30852	CONSUMER	Consumers Energy	07/15/2014	46.67
30853	FED EXPR	Federal Express Corp	07/15/2014	185.66
30854	JOHNSONR	Johnson, Rosati, Schultz & Jop	07/15/2014	367.50
30855	LSL	LSL Planning, Inc.	07/15/2014	3,281.88
30856	MASTER M	Master Media Supply	07/15/2014	53.08
30857	PETTYCAS	Petty Cash	07/15/2014	112.38
30858	PRINTING	Printing Systems	07/15/2014	537.59
30859	STMIE&LA	State of Michigan	07/15/2014	180.00
30860	Tetra Te	Tetra Tech Inc	07/15/2014	2,015.00
30861	VERIZONW	Verizon Wireless	07/15/2014	611.06

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
<b>Report Total:</b>				<b>202,852.66</b>

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 07/10/2014 - 16:28

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13122	AETNA LI	Aetna Life Insurance & Annuity	07/18/2014		50.00
			Check 13122 Total:		50.00
13123	EFT-Equi	Equivest Unit Annuity Lock Box	07/18/2014		705.00
			Check 13123 Total:		705.00
13124	EFT-FED	EFT- Federal Payroll Tax	07/18/2014		8,215.63 4,534.85 4,534.85 1,060.57 1,060.57
			Check 13124 Total:		19,406.47
13125	EFT-PENS	EFT- Payroll Pens Ln Pyts	07/18/2014		2,112.48
			Check 13125 Total:		2,112.48
13126	EFT-TASC	EFT-Flex Spending	07/18/2014		959.56
			Check 13126 Total:		959.56
13127	FIRST NA	First National Bank	07/18/2014		1,880.00 51,617.78

Check 13127 Total:

53,497.78

30846

USTREASU United States Treasury

07/18/2014

775.00

Check 30846 Total:

775.00

Report Total:

77,506.29

## #592 OAK POINTE WATER/SEWER FUND

## Payment of Bills

July 1 - 15, 2014

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/08/2014	3025	BRIGHTON ANALYTICAL, LLC	314-84386/414-84386	-134.00
Bill Pmt -Check	07/08/2014	3026	CONSUMERS ENERGY	OP May-June 2014 Invoices	-94.85
Bill Pmt -Check	07/08/2014	3027	Pfeffer, Hanniford & Palka	Audit p/e 3/31/2014	-500.00
Bill Pmt -Check	07/08/2014	3028	MMRMA	M0001432	-3,567.25
Bill Pmt -Check	07/08/2014	3029	DTE ENERGY	OP Electric Bills - June 2014	-7,213.30
Bill Pmt -Check	07/08/2014	3030	DTE ENERGY	VOID: OP Electric Bills - June 2014	-245.36
Bill Pmt -Check	07/08/2014	3031	PRESS & ARGUS	06/02/2014-06/29/2014	-640.00
Bill Pmt -Check	07/15/2014	3032	AT & T	Telephone Service 7-7-14 to 8-6-14	-71.11
Bill Pmt -Check	07/15/2014	3033	BRIGHTON ANALYTICAL, LLC	0714-85446, 0714-85460	-268.00
Bill Pmt -Check	07/15/2014	3034	Bullseye Telecom	OO3CAS OO3CACC	-326.11
Bill Pmt -Check	07/15/2014	3035	COOPERS TURF MANAGEMENT,	11979 Lawn Care Wastwater Plant and lift statio	-430.00
Bill Pmt -Check	07/15/2014	3036	EJ USA, Inc.	3727883 Sewer and water parts	-3,171.28
Bill Pmt -Check	07/15/2014	3037	GENOA TWP DPW FUND	Maintenance Fee July 2014	-37,717.85
Bill Pmt -Check	07/15/2014	3038	Northern Pump & Well	Annual Inspectin of wells 14-J397	-600.00
Bill Pmt -Check	07/15/2014	3039	Precision climate Services Inc.	Pump Station AC Invoice #34776	-405.31
Bill Pmt -Check	07/15/2014	3040	PVS Notwood Chemicals, Inc	443924 Aluminum Sulfate	-912.00
Bill Pmt -Check	07/15/2014	3041	Tetra Tech, Inc.	Inv. #50811353	-9,263.32
Bill Pmt -Check	07/15/2014	3042	USA Bluebook	Inv. #153402 9/17/13	-100.50
Bill Pmt -Check	07/15/2014	3043	VIC BOND SALES	iNVOICE 80402	-4.88
<b>Total</b>					<b>-65,665.12</b>

## #593 LAKE EDGEWOOD W/S FUND

## Payment of Bills

July 1 - 15, 2014

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/07/2014	2553	Brighton Analytical L.L.C.	Inv #0614-85367	-77.00
Bill Pmt -Check	07/07/2014	2554	Charter Township of Brighton	LE Utility Bill -April1 to 6-30,2014	-852.50
Bill Pmt -Check	07/07/2014	2555	City Of Brighton	Acct. #003052-000/ 003053-00 April 1 to June	-17,445.35
Bill Pmt -Check	07/07/2014	2556	DTE Energy	VOID:	0.00
Bill Pmt -Check	07/07/2014	2557	MMRMA	M0001432	-1,253.25
Bill Pmt -Check	07/07/2014	2558	Pfeffer, Hanniford & Palka		-500.00
Bill Pmt -Check	07/07/2014	2559	DTE Energy	LE Electricity Billings	-4,549.44
Bill Pmt -Check	07/14/2014	2560	Brighton Analytical L.L.C.	Inv #0714-85459 #0714-85515	-154.00
Bill Pmt -Check	07/14/2014	2561	Consumers Energy	LE 6-4-14 to 7-3-14 Utility Bills	-82.08
Bill Pmt -Check	07/14/2014	2562	Cooper's Turf Management	invoice # 11980	-280.00
Bill Pmt -Check	07/14/2014	2563	GENOA TWP DPW FUND	Maintenance/Billing Fees	-9,983.14
Bill Pmt -Check	07/14/2014	2564	NORTHWEST PIPE AND SUPPLY,I	Clean Out Caps	-34.36
Bill Pmt -Check	07/14/2014	2565	SYNAGRO CENTRAL LLC	Liquid land	-12,055.23
Bill Pmt -Check	07/14/2014	2566	Tetra Tech Inc.	Inv#50811352	-3,253.39
<b>Total</b>					<b>-50,519.74</b>



11:51 AM

## #595 PINE CREEK W/S FUND

## Payment of Bills

July 1 - 15, 2014

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/07/2014	2129	City of Brighton		-35,633.65
Bill Pmt -Check	07/07/2014	2130	Pfeffer, Hanniford & Palka	audit 6/30 2014	-300.00
<b>Total</b>					<b>-35,933.65</b>

11:46 AM

## #503 DPW UTILITY FUND

## Payment of Bills

July 1 - 15, 2014

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/08/2014	2892	Clearwater Systems	Water Del 5-29 6-23-2014	-65.00
Bill Pmt -Check	07/08/2014	2893	Pfeffer-Hanniford-Palka	Audit 3/31/2014	-400.00
Bill Pmt -Check	07/08/2014	2894	WEX Bank		-4,750.48
Bill Pmt -Check	07/15/2014	2895	American Backflow Prevention Association	DPW Education	-105.00
Bill Pmt -Check	07/15/2014	2896	Auto Zone	Towels, and Oil	-24.97
Bill Pmt -Check	07/15/2014	2897	Blackburn Mfg. Co.	Solvent	-705.25
Bill Pmt -Check	07/15/2014	2898	Business Imaging Group	Business Cards, Utility Bills	-1,662.66
Bill Pmt -Check	07/15/2014	2899	Grundy Ace of Howell	Marke	-2.00
Bill Pmt -Check	07/15/2014	2900	HI-Tech	Duplicates	-361.53
Bill Pmt -Check	07/15/2014	2901	HOWELL TRUE VALUE HARDWARE	Cable Tie, Fasteners	-15.48
Bill Pmt -Check	07/15/2014	2902	LOWE'S	Statement July 2014	-2,233.49
Bill Pmt -Check	07/15/2014	2903	PAETEC	Phone Bill	-33.44
Bill Pmt -Check	07/15/2014	2904	Port City Communications, Inc.	Answering Service 7-1-24 to 7-30-2	-189.95
Bill Pmt -Check	07/15/2014	2905	Staples Credit Plan	July Statement	-851.67
Bill Pmt -Check	07/15/2014	2906	TETRA TECH, INC.	Project #200-12736-14007	-1,750.00
Bill Pmt -Check	07/15/2014	2907	Tractor Supply Co.	6-1-14 to 6-24-14	-258.03
Bill Pmt -Check	07/15/2014	2908	USABlueBook	Nitrite Gloves	-340.33
Bill Pmt -Check	07/15/2014	2909	Victory Lane Quick Oil Change	Oil change 7-9-14	-64.46
Bill Pmt -Check	07/15/2014	2910	WEX Bank	-63.26 Credit	-4,835.68
Bill Pmt -Check	07/15/2014	2911	U.S. POSTMASTER	MHOG Qtr Billing Apr, May, June 2014	-1,501.63
<b>Total</b>					<b>-20,151.05</b>

**Genoa Charter Township Election Commission  
Special Meeting  
July 7, 2014**

**MINUTES**

Clerk Skolarus called the special meeting of the Election Commission to order at 6:30 p.m. at the Genoa Charter Township Hall. The following members were present constituting a quorum for the transaction of business: Paulette Skolarus and Jean Ledford. Also present were: Supervisor Gary McCririe; Treasurer Robin Hunt; and Trustees Jean Ledford, Linda Rowell and Jim Mortensen and Manager Michael Archinal. In addition there were 11 persons in the audience.

1. Request for a recommendation to the township board for persons scheduled to work the August 5, 2014 Primary Election.

Moved by Ledford and supported by Skolarus to recommend to the township board all persons scheduled to work the August Primary Election. The motion carried.

The special meeting of the Election Commission was adjourned.

**GENOA CHARTER TOWNSHIP BOARD  
Regular Meeting  
July 7, 2014**

**MINUTES**

Supervisor McCririe called the regular meeting of the board to order and the Pledge of Allegiance was then said. All persons listed above remained for the regular meeting of the board.

A Call to the Public was made with the following response: Kate Foss – People are parking on my lake front from 10:00 a.m. until night. The noise is deafening and the boaters are adversarial and intimidating because they are drinking. McCririe – The County Sheriff has a marine division and I will call them and meet with you.

John Wojtyz – I live on Pine Trace Ct. Does the township have a sound ordinance and how is it managed? I contacted the County Sheriff and they said, "If it's Genoa we don't handle it." Red Oaks is a problem. They are shooting rockets last night until 1:00 a.m. This starts Memorial Day and continues all summer. McCririe – The Township does not have an independent police department. I will talk to the Sheriff about this problem. The state legislature took local control of fireworks out of our hands and placed it with the state.

Leo Nicholas – There will be a new force main along Chilson Road. Will that main service anyone other than Oak Pointe? McCririe – No, only North Shore and Oak Pointe because they

are paying for the expansion. Nicholas – Could the pipe be oversized for the future? McCririe – We will invite Dr. Tatara, Tesha Humphriss and Gary Markstrom to the next meeting (tentatively scheduled for July 21, 2014) to answer any questions or concerns.

Jim Delcamp – The Crooked Lake improvement includes tree removal. Please suggest to the Livingston County Road Commission that they leave the trees alone. McCririe – Roads are the responsibility of the L.C.R.C. Tree removal is related to drainage. We should not dictate to the Road Commission. Delcamp – Please fund SELCRA. They are a very efficient organization. I would like to see the use of cold tar discontinued.

**Approval of Consent Agenda:**

Moved by Mortensen and supported by Ledford to approve items 1 and 2 under the consent agenda and move the SPARK contribution to the regular agenda for discussion. The motion carried.

**1. Payment of Bills.**

**2. Request to Approve Minutes: June 16, 2014**

**Approval of Regular Agenda:**

Moved by Mortensen and supported by Skolarus to approve all items under the regular agenda with the addition of the recommendation from the Election Commission for approval of poll workers for the August 5, 2014 Primary Election. The motion carried.

**3. Request for approval of the annual \$20,000 Livingston County Economic Development Council/SPARK contribution.**

Quarterly SPARK newsletters will be provided to all board members. Moved by Ledford and supported by Mortensen to approve the annual contribution as requested. The motion carried unanimously.

**4. Request for approval of a modification of connection fees for the MHOG Water District and the GO Sanitary Sewer District as recommended by Township Engineer Tesha Humphriss and Tetra Tech.**

Moved by Ledford and supported by Rowell to table until all persons involved with this modification can be present to answer questions and concerns. (Tentatively scheduled for July 21, 2014). The motion carried unanimously.

**5. Request for approval of an agreement with the Livingston County Road Commission for limestone improvements on Crooked Lake Road in the amount of \$200,000.**

Hunt and Rowell expressed concern for the removal of trees and asked that the L.C.R.C. limit the impact on homeowners. Moved by Mortensen and supported by Hunt to approve the execution

of the contract with the Road Commission with the Archinal approving the bid specifications and encouraging a limitation of tree removal. The motion carried as follows: Ayes, McCririe, Hunt, Skolarus, Mortensen and Ledford. Nay – Rowell.

**6. Discussion and possible action regarding correspondence from SELCRA relative to participation rate changes.**

Moved by Hunt and supported by Mortensen to approve the per participant rate change from \$23.00 to \$27.00 contingent upon all other municipalities approving the change. The motion carried unanimously.

**7. Request for approval of a recommendation from the Election Commission related to the appointment of poll workers for the August 5, 2014 Primary Election.**

Moved by Hunt and supported by Rowell to approve the recommendation as requested. The motion carried unanimously.

**Member Discussion:**

- Work will commence next week on the sidewalk to be constructed along the north side of Grand River from Latson Road to Sunrise Park.
- The traffic flow from Hampton Ridge has improved with the new traffic lights at Latson Road and Grand River. The addition of a new traffic light is continuing to be studied.
- Correspondence was received from Pine Creek concerning the privatization of the roads within Pine Creek. This issue was raised more than a year ago. The board asked for and is still awaiting a traffic study, actual costs to residents, impact on other roads as a result of privatization, correspondence from the schools and fire departments, correspondence from the Livingston County Road Commission, etc. as to the impact of this request. Correspondence was received from Township Attorney Frank Mancuso on Feb 6, 2013 that provided an overview of the steps necessary to go forward with such a project.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:45 p.m.

Paulette A. Skolarus, Clerk  
Genoa Charter Township

(Press/Argus 07/11/2014)

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 7/17/14

RE: 2014 Sidewalk Installation  
Construction and Design Phase Engineering Services

Please find attached a proposal from TetraTech for the above referenced services. You will recall that this year's project is to install concrete sidewalk on the north side of Grand River from Latson to Sunrise Park. We have extra budget this year and would like to extend the scope of effort further east to Wildwood (adjacent to the Lake Chemung roadside park). The attached proposal includes an additional \$21,000 for designing this new section and \$32,000 for construction inspection services for the entire project.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the 2014 sidewalk design and construction engineering services proposal from TetraTech dated 7/9/14.**



**TETRA TECH**

July 9, 2014

Mr. Michael Archinal, Manager  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: 2014 Sidewalk Installation  
Additional Design Phase Services and Construction Phase Services  
Scope of Work**

Mr. Archinal:

Pursuant to our discussion, we have prepared the following proposal for adding 3,300 feet of sidewalk from Sunrise Park to Wildwood Drive to the current project that commences at Latson Road. This portion of the walkway system will most likely require easements, as the grade on the northern right-of-way of Grand River will require significant embankment to be placed for the pathway. Design phase services are included in the scope of work presented below.

The plans for the proposed sidewalk improvements along the north side of Grand River from Latson Road to Sunrise Park have been submitted to MDOT for issuance of the necessary construction permit. In addition, the walkway proposed for the south side of Grand River at Grand Oaks Drive was designed and permitted through MDOT. Both of these sections were included in a solicitation for bid for the work and a contract awarded to Concrete Construction to install the pathways. It is our understanding that the Township is requesting our services for the layout of the improvements and construction phase engineering services. We propose the following scope of services during this phase of the work. The project limits for the construction phase scope include the Grand Oaks area, the Latson to Sunrise Park, and the Sunrise Park to Wildwood improvements.

## **SCOPE OF SERVICES**

### **Design Phase for Sunrise to Wildwood**

- Perform a topographic survey of the project area to determine the limits of the Grand River ROW and existing curb lines for the roadway. It is assumed that the aerial mapping prepared for the Lake Edgewood West project will be used as a basis for the topographic survey.
- Prepare a design of the pathway extending from the currently proposed terminus at Sunrise Park to Wildwood Drive on the east side of the County Roadside Park on Lake Chemung. Approximately 3,300 linear feet of pathway will be included in the project.
- Submit the plans to MDOT and LCRC for review and construction permit issuance.

Tetra Tech  
401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 [www.tetrattech.com](http://www.tetrattech.com)

- Prepare three legal descriptions for permanent easements for the construction of the pathway. The front end easement language will be prepared by the Township. Also, title work will be provided by the Township for the three affected parcels.
- Assist the Township in obtaining construction quotations for the work.
- Construction phase services for this additional pathway are included in the scope of services below.

#### **Construction Phase (Grand Oaks and Latson to Wildwood)**

- Arrange and attend a preconstruction meeting with the contractor and Township to review the work and project details.
- Provide survey layout of proposed walk inclusive of staking the centerline of the route at 50-foot increments, and then staking the northerly right-of-way of Grand River at approximately 100-foot increments. Grades for the sidewalk are provided on the construction plans for the contractor's use in installing the walk.
- Provide a Resident Project Representative (RPR) to observe the work of the contractor. RPR services will be provided on a part-time basis. An average of 8 hours per week for a projected 16-week construction period is assumed in this proposal.
- Engage a subconsultant to perform concrete field testing consisting of slump tests, air entrainment tests, and if necessary, cylinder preparation for each concrete pour. It is assumed the sidewalk will be completed in 12 events.
- Prepare pay certificates for monthly invoices from contractor.
- Perform a final inspection of the completed work and note any deficiencies that need to be addressed by the contractor prior to final payment.
- Prepare conforming to construction record drawings.

#### **SCHEDULE**

It is anticipated that the construction will commence in July 2014 and be completed prior to October 2014.

#### **COMPENSATION**

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates. We propose the following budgets for the project.

Design Phase (Sunrise to Wildwood)	\$21,000
Construction Phase	\$32,000

The design phase services include preparing three easement legal descriptions for the Sunrise to Wildwood portion of the project.

Mr. Michael Archinal  
2014 Sidewalk Installation  
Additional Design Phase Services and Construction Phase Services  
July 9, 2014  
Page 3

Please review this proposal and if you approve, please sign in the space below and return one original copy of this proposal for our records. Our Standard Terms and Conditions are attached and considered part of this proposal.

We appreciate the opportunity to provide continuing professional services to Genoa Township.

Please call if you have any questions.

Sincerely,



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

**PROPOSAL ACCEPTED BY GENOA TOWNSHIP:**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Attachments: Tetra Tech Standard Terms and Conditions





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Worker's Compensation** - as required by applicable state statute  
**Commercial General Liability** - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate  
**Automobile Liability** - \$1,000,000 combined single limit for bodily injury and property damage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



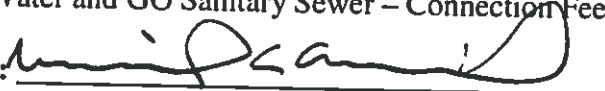
# MEMO

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

**FROM:** Greg Tatara, Utility Director  
Tesha Humphriss, Utility Engineer

**DATE:** July 16, 2014

**RE:** MHOG Water and GO Sanitary Sewer – Connection Fee Analysis

**MANAGER REVIEW:** 

.....

Attached please find the a Memo dated July 2, 2014, recommending modification of the existing connection fees for the MHOG Water and GO Sanitary Sewer Districts. The item was tabled at the July 7, 2014, Board meeting and since then staff has:

- Posted a notice on the Genoa Township website to alert property owners that this item would be discussed at the July 21<sup>st</sup> Board meeting
- Included on the website links to the latest studies regarding the connection fees.
- Worked with Tetra Tech to prepare a power point presentation.

We have also attached for your reference the October 2013 *S. Latson Road Service Area Water Distribution and Sanitary Sewer Collection System Report*.

We will be in attendance at the July 21<sup>st</sup> Board Meeting to give a presentation on the existing municipal water and sewer systems, including their existing limitations, plans for future growth, capital improvement costs, and how the anticipated costs are accounted for in the proposed connection fee modifications.



# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Tesha Humphriss, Utility Engineer  
**DATE:** July 2, 2014  
**RE:** MHOG Water and GO Sanitary Sewer – Connection Fee Analysis

**MANAGER REVIEW:** 

.....

Attached please find a Memo from Tetra Tech, dated April 30, 2014, entitled “*Genoa Township Sanitary Sewer and Water Main Connection Fee Analysis*” which evaluated the connection fees for the MHOG (Marion Howell Oceola Genoa) Water System and the GO (Genoa Oceola) Sanitary Sewer System in Genoa Township. In general, these municipal systems currently serve the Grand River corridor and the adjacent subdivisions near Grand River in Genoa Township.

We are seeing an increase in development in this area, and we expect this trend to continue due to the recently constructed Latson Road Interchange. All future growth that connects to our municipal water and sanitary sewer systems must be carefully evaluated to ensure we are fiscally prepared to perform the necessary improvements to accommodate the growth.

The connection fee recommendations are based on an evaluation of the cost to “buy in” to the existing system capacity and the necessary capital improvements to serve future growth. It should be noted that for the GO Sanitary Sewer System the cost of providing service north of the highway, where there is currently infrastructure, was much lower than serving the area of south of the highway. Therefore, the recommended connection fee for the GO Sanitary Sewer System is split into two areas, north and south of the highway.

Staff concurs with the recommendation in Section 4.0 – Conclusions – of the April 30<sup>th</sup> Memo, and as such we ask the Genoa Township Board to consider the following motion:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to modify the connection fees for the MHOG (Marion Howell Oceola Genoa) Water District and the GO (Genoa Oceola) Sanitary Sewer District as outlined by Tetra Tech in their Memo dated April 30, 2014.



**To:** Kelly VanMarter, Planning Director

**cc:** Mike Archinal, Township Manager  
Greg Tatara, Utility Director  
Tasha Humphriss, Township Engineer

**From:** Gary Markstrom, Tt  
Joe Siwek, Tt

**Date:** April 30, 2014, Revised July 17, 2014

**Subject:** Genoa Township Sanitary Sewer and Water Main Connection Fee Analysis

## 1.0 SUMMARY

Genoa Township is anticipating new development in the South Latson area in connection with the completion of the Latson Road interchange. In order to plan for future utility demands, Tetra Tech prepared the October 2013 "South Latson Road Service Area Water Distribution and Sanitary Sewer Collection System Report". The report analyzed the potential for development in the area and summarized a list of capital improvements required within the system to provide utility service to these properties. In order to ensure that the Township is able to support future development and provide utility service, the Township requested that Tetra Tech perform an analysis of the current sanitary sewer and water main system connection fees, and determine if changes to these fees were necessary.

## 2.0 APPROACH

Sewer and water customer capital connection fees should be based on mathematical formulas designed to comply with guidance for valid user fees included in the December 1998 Michigan Supreme Court decision in the case of *Bolt v. City of Lansing*. The connection fees for sanitary sewer and water were evaluated individually, as water service is provided by the Marion, Howell, Oceola & Genoa (MHOG) Water Treatment Plant and sanitary sewer service is provided by the Genoa-Oceola (G-O) Wastewater Treatment Plant, and each have different potential service areas and capital improvement needs.

The new fees will consist of two components: a system capacity cost and a capital improvement cost. Both the MHOG WTP and G-O WWTP and corresponding distribution and collection systems were constructed through existing user connection fees and special assessments.

- Capacity Cost - To calculate a cost associated with these new developments "buying in" to the existing system capacity, a cost per residential equivalent user (REU) was developed based on the initial bond costs to construct the treatment plants and subsequent improvements, and then dividing that total cost by the existing plant capacity.
- Capital Improvement Cost – The specific capital improvements as noted in the S. Latson Road Service Area Report were used to generate total capital improvement costs. It was noted that in some areas certain improvements are not necessary to provide utility service, so including all improvements in a

Tetra Tech

401 S. Washington Square, Suite 100, Lansing MI 48933

Tel 517.316.3940 [tetrattech.com](http://tetrattech.com)

single flat connection fee would not distribute the cost based on the benefit received. To avoid this, the different trigger points for new improvements were reviewed and distinct fees are proposed for the service districts identified in the October 2013 Report.

## 2.1 WATER

### 2.1.1 Existing Capacity Cost - Water

Genoa Township currently has one quarter of the supply and treatment capacity in the MHOG Water Treatment Plant, which was originally constructed in 1998. Including water plant expansion projects, which brought the firm capacity up to 10 MGD, the total cost of the WTP was approximately \$25,401,401. Water demand is typically evaluated using the maximum day demand, which was assumed to be 500 gallons per day per REU. Dividing the plant capacity evenly between the four townships, Genoa Township is allocated approximately 5000 REUs. Assuming the plant costs were also evenly distributed among the four townships, the cost per REU for the existing water treatment plant capacity is shown below in Table 1.

Table 1 - Cost per REU for Existing Water System Capacity

Township	REUs Allowed	Plant Cost	Cost/REU
Genoa	5,000	\$6,350,350.00	\$1,270

The October 2013 report identified up to 2,562 potential REUs of development in the various service areas around the new Latson Road interchange. Current system demands show that Genoa Township utilizes approximately 3,000 to 3,700 REUs at 500 gpd per REU MDD. The addition of 2,562 REUs would require that the Township purchase additional capacity in the supply and treatment system from other townships in the Authority. In order to account for these additional costs, it is assumed that as part of the capacity buy-in, 1,300 REUs would need to be purchased from neighboring townships. Assuming that the additional 1,300 REUs of capacity are purchased for \$1,270/REU, as determined in Table 1 and divided by the total number of REUs (2,562) for the new service areas, the cost to purchase this additional capacity for Genoa Township would be \$1,651,000. That purchase cost should be distributed across the new development and would result in an additional \$644 in cost to purchase capacity in the supply and treatment system. The total REU connection cost would then be summed up as follows:

Table 2 - Cost per REU for Existing Water Treatment Capacity

\$1,270.00	Existing cost / REU
\$644.00	Purchase 1,300 REUs / new users (2,562 REUs)
<b>\$1,914.00</b>	<b>Total Supply and Treatment Capacity Fee</b>

## 2.1.2 Capital Improvement Cost - Water

In the October 2013 report, there were thirteen (13) improvements recommended to upgrade the water system to service this area which totaled \$10.77 million. Tables 3 lists the costs associated with each of the improvements along with a total cost per REU in the service district.

**Table 3 - Water System Capital Improvements Needed to Service Entire District**

Improvements	Cost
1	\$ 940,000.00
2	\$ 240,000.00
3	\$ 970,000.00
7*	\$ 1,610,000.00
8	\$ 100,000.00
9*	\$ 2,560,000.00
10	\$ 70,000.00
11*	\$ 1,400,000.00
12*	\$ 1,990,000.00
13	\$ 890,000.00
Total	\$ 10,770,000
REUs Added	2562
Cost/REU	\$ 4,203.75

<sup>1</sup> – Improvements as noted in the October 2013 "South Latson Road Service Area Water Distribution and Sanitary Sewer Collection System Report"

\* - This is a prorated project cost based on the number of REUs specifically served by the impacted areas divided by the total number of REUs.

## SANITARY SEWER

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### 2.1.3 Existing Capacity Cost - Sanitary Sewer

Genoa Township has one-half of the treatment capacity in the Genoa-Oceola Wastewater Treatment Plant, which was originally constructed in 1989. The plant has been expanded twice since that time, for a total WWTP construction cost of \$23,455,000, of which Genoa has paid 50% of for a cost of \$11,727,500. The existing plant has a current firm capacity of 1.6 MGD, which Genoa shares evenly with Oceola Township. Sanitary sewer REUs are based on 260 GPD; therefore, Genoa Township has an allotted 3,077 REUs of capacity. Assuming the plant cost was divided equally between the two townships, the cost per REU for the existing wastewater treatment plant capacity would be as shown below.

Table 4 - Cost per REU for Existing Sanitary Sewer Treatment System Capacity

Township	REUs Allowed	Plant Cost	Cost/REU
Genoa	3,077	\$11,727,500.00	\$3,810

It is anticipated that the WWTP will require expansion to meet the future needs of both townships. In the event that development in Genoa outpaces Oceola, an agreement to purchase, or defer purchase of additional REUs from Oceola until the plant expansion is complete must be considered. Since Oceola Township would likely need to recoup any REUs temporarily transferred to Genoa until the plant expansion was completed, the cost for this additional capacity is not included in the analysis.

### 2.1.4 Capital Improvement Cost – Sanitary Sewer

Sixteen (16) capital improvement projects were listed in the October 2013 report as being necessary to provide sanitary service throughout the new service district. For the report, the South Latson Service District was broken up into smaller subareas A through D, plus infill along Grand River Avenue. There are 935 REUs anticipated in the infill in Genoa, and 200 REUs assigned to area A. Both of these area are found north of I-96 and either already have sanitary service available at their location or the service can be obtained with minor capital improvements. Since there is a much lower cost associated with serving these properties, versus the cost of providing service on the south side of I-96, the capital improvement costs for the northern areas were calculated separately from the southern areas. Tables 5 and 6 below show how these capital improvement projects from the October 2013 report were split between areas.



**Table 5 - Sanitary Sewer System Capital Improvements Needed for Infill and Service Area A North of I-96**

Improvements <sup>1</sup>	Cost	Attributed to Svc A and Infill
14*	\$ 2,220,000.00	\$ 983,489.46
15*	\$ 2,200,000.00	\$ 974,629.20
16	\$ 90,000.00	\$ 90,000.00
17	\$ 160,000.00	\$ 160,000.00
18	\$ 470,000.00	\$ 470,000.00
Total		\$ 2,678,118.66
REUs Added		1135
Svc Area A and Infill Cost/REU		\$ 2,359.58

**Table 6 - Sanitary Sewer System Capital Improvements Needed for Infill and Service Areas South of I-96**

Improvements <sup>1</sup>	Cost	Attributed to Svc B-D
14*	\$ 2,220,000.00	\$ 1,236,510.54
15*	\$ 2,200,000.00	\$ 1,225,370.80
19	\$ 240,000.00	\$ 240,000.00
20	\$ 240,000.00	\$ 240,000.00
21	\$ 440,000.00	\$ 440,000.00
22	\$ 480,000.00	\$ 480,000.00
23	\$ 1,100,000.00	\$ 1,100,000.00
24	\$ 60,000.00	\$ 60,000.00
25	\$ 270,000.00	\$ 270,000.00
26	\$ 220,000.00	\$ 220,000.00
27	\$ 520,000.00	\$ 520,000.00
28	\$ 510,000.00	\$ 510,000.00
29	\$ 1,010,000.00	\$ 1,010,000.00
30	\$ 7,000,000.00	\$ 7,000,000.00
Total		\$ 14,551,881.34
REUs Added		1427
Svc Areas B-D/REU		\$ 10,197.53

<sup>1</sup> - Improvements as noted in the October 2013 "South Latson Road Service Area Water Distribution and Sanitary Sewer Collection System Report"

\* - This is a prorated project cost based on the number of REUs specifically served by the impacted areas divided by the total number of REUs.

### 3.0 FINDINGS

The calculations above were done assuming 100% of REUs in each area would be developed. Considering the variables in developing land, the township may wish to base the connection fees on an assumed percentage of the area being developed. This will provide a more realistic estimate of likely development, and provide sufficient funds to offset the cost of utility construction when the need arises. Presented below is a tabulation of proposed connection fees versus percentage of development in the service areas.

**Table 7 - Estimated Water System Connection Fees by Percent of Development**

% Developed	Existing Capacity Fee	Latson Rd Svc Area and Infill		
		REUs	Fee	Total
100	\$ 1,914.00	2562	\$4,203.75	\$6,117.75
90	\$ 1,914.00	2306	\$4,670.42	\$6,584.42
80	\$ 1,914.00	2050	\$5,253.66	\$7,167.66
70	\$ 1,914.00	1794	\$6,003.34	\$7,917.34
60	\$ 1,914.00	1538	\$7,002.60	\$8,916.60
50	\$ 1,914.00	1281	\$8,407.49	\$10,321.49

**Table 8 - Estimated Sanitary Sewer System Connection Fees by Percent of Development**

% Developed	Existing Capacity Fee	Attributed to District (Svc A and Infill)			Attributed to District (Svc B-D)		
		REUs	Fee	Total	REUs	Fee	Total
100	\$ 3,811.44	1135	\$ 2,359.58	\$6,171.01	1427	\$ 7,547.30	\$ 11,358.74
90	\$ 3,811.44	1022	\$ 2,620.47	\$6,431.91	1285	\$ 8,381.32	\$ 12,192.76
80	\$ 3,811.44	908	\$ 2,949.47	\$6,760.91	1142	\$ 9,430.82	\$ 13,242.26
70	\$ 3,811.44	795	\$ 3,368.70	\$7,180.14	999	\$ 10,780.78	\$ 14,592.22
60	\$ 3,811.44	681	\$ 3,932.63	\$7,744.06	857	\$ 12,567.09	\$ 16,378.53
50	\$ 3,811.44	568	\$ 4,715.00	\$8,526.44	714	\$ 15,084.03	\$ 18,895.47

## 4.0 CONCLUSION

Reviewing the summary tables above and assuming a 70% development rate, the following connection fees are calculated:

**Table 9 - Recommended Water System Connection Fees**

Location	Capacity Fee	Capital Improvement Fee	Total Connection Fee	Recommended Fee
Latson Rd Svc Area/MHOG Infill	\$1,914.00	\$6,003.34	\$7,917.34	\$ 7,900

**Table 10 - Recommended Sanitary Sewer System Connection Fees**

Location	Capacity Fee	Capital Improvement Fee	Total Connection Fee	Recommended Fee
District - Svc A and Infill	\$3,811.44	\$3,368.70	\$7,180.14	\$ 7,200
District - Svc B-D	\$3,811.44	\$10,780.78	\$14,592.22	\$ 14,600

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
JULY 14, 2014  
6:30 P.M.  
MINUTES**

CALL TO ORDER: The meeting of the Genoa Township Planning Commission was called to order at 6:31 p.m. Present were Chairman Doug Brown, Eric Rauch, Diana Lowe, John McManus, James Mortensen, and Barbara Figurski. Also present were Michael Archinal, Township Manager, Gary Markstrom of Tetra Tech, and Brian Borden of LSL Planning.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

APPROVAL OF AGENDA: Motion by Diana Lowe to approve the agenda as amended to delete item #5. Support by Barbara Figurski. **Motion carried unanimously.**

CALL TO THE PUBLIC: (*Note: The Board reserves the right to not begin new business after 10:00 p.m.*) Chairman Brown made a call to the public for the audience to address non-agenda items. There was no response.

*Buffalo Wild Wings →* **OPEN PUBLIC HEARING #1...** Review of site plan application and impact assessment for a 1,000 square foot addition, located at 900 S. Latson Road, Howell, Parcel #4711-05-400-059. The request is petitioned by Buffalo Wild Wings.

**Planning Commission disposition of petition**

- A. Recommendation of Environmental Impact Assessment.
- B. Disposition of Site Plan. (06-27-14)

Robert Kramer, Vice President of Operations for Buffalo Wild Wings addressed the Planning Commission. Buffalo Wild Wings has been on the current site for 10 years. They are proposing a remodeling of the building to provide banquet rooms and extra seating. Their sales have doubled. The remodel will provide for a full enclosed room with low-top seating and it'll be an extension of the dining room.

Brian Borden addressed the Planning Commission. This would constitute a major amendment to the approved PUD plan. The details of the lighting need to be provided. The petitioner is proposing two wall signs. There is only one existing at this time. The two signs would be 200 square feet total. The ordinance allows for 100 square feet.

Gary Markstrom of Tetra Tech addressed the Planning Commission. He is satisfied from an engineering standpoint.

Mr. Kramer indicated that the second sign requested would go in the middle of the back of the building. He will make sure sign designs total 100 square feet or less. Chairman Brown indicated that he does not understand the need for the additional sign if business has quadrupled in the last 10 years. Mr. Kramer indicated that many customers have indicated they did not know about the restaurant or its location because they were unable to see the sign that exists.

Mr. Rauch asked if there had ever been a small directional sign. There has not. Mr. Mortensen asked if the petitioner agreed to channel lettering. They do.

The occupancy listed on the plan is indicative of the "use group" rather than the actual occupancy permitted.

Mr. McManus inquires about the landscaping. Mr. Borden indicated there is no requirement for new landscaping, but that the petitioner is not required to do any new landscaping.

**Motion** by Barbara Figurski to recommend to the Township Board that the environmental impact assessment of 5/1/14 be adopted with the addition of dust control measures. Support by \_\_\_\_\_.

**Motion** by James Mortensen to recommend to the Township Board approval of the site plan for expansion subject to:

1. The details of the proposed mounted light fixtures will be reviewed by Township Staff to assure that they are in compliance with the ordinance and PUD agreement prior to the issuance of a land use permit;
2. The second wall sign is approved, the two of which will not exceed 100 square feet and channel lettering shall be used rather than the box configuration shown on the site plan;
3. The requirements of the Township Engineer as outlined in his letter of 7/3/14 regarding issuance of a soil erosion and sedimentation control plan to be submitted with construction plans will be complied with;
4. The requirements of the Brighton Area Fire Authority letter dated 7/7/14 will be complied with.

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

**OPEN PUBLIC HEARING #2...** Review of site plan, impact assessment, and special use for a proposed USA2GO gas station and drive thru restaurant, located at a vacant lot on the west side of Latson Road, south of Grand River Avenue on the corner of Grand Oaks Drive, Sec. 8, Howell. The request is petitioned by Karum Bahnam.

Bo Gunlock of RG Properties, 10050 Innovation Drive, Miamisburg, Ohio addressed the Planning Commission. The original development contemplated the Latson Road interchange being laid out differently.



**LSL Planning, Inc.**

Community Planning Consultants

July 8, 2014 *Community Planning Consultants*

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

<b>Attention:</b>	Mike Archinal, AICP Township Manager
<b>Subject:</b>	Buffalo Wild Wings Addition – Site Plan Review #2
<b>Location:</b>	900 Latson Road – west side of Latson Road, north of Grand River Avenue
<b>Zoning:</b>	MU-PUD Mixed Use Planned Unit Development District (with underlying zoning of GCD General Commercial District)

Dear Commissioners:

At the Township’s request, we have reviewed the revised site plan (dated 6/27/14) proposing a 920 square foot addition to the existing Buffalo Wild Wings restaurant on Latson Road. The site is within the Lorentzen PUD and is subject to review under the provisions of the PUD Agreement, as well as applicable regulations in the Township Zoning Ordinance.

**A. Summary**

1. The applicant needs to provide details of the proposed wall mounted light fixtures.
2. The Planning Commission may allow a second wall sign, as proposed.
3. The total size of both wall signs (218 square feet) greatly exceeds that allowed (100 square feet).
4. The PUD Agreement requires the use of channel lettering for wall signs. The main entrance sign does not appear to meet this requirement.

**B. Proposal/Process**

Table 18.2 requires site plan review by the Planning Commission for building expansions of 10% or more. As such, the applicant requests site plan review and approval for a 920 square foot addition to the existing Buffalo Wild Wings restaurant on Latson Road.

**C. Site Plan Review**

1. **Dimensional Requirements.** The proposed impact on dimensional standards is limited to the northerly side yard building setback and the slight increase in lot coverage (both building and impervious).

The proposed building addition provides a northerly side yard setback of 15 feet, which meets the GCD side yard setback requirement. Additionally, the proposed building and impervious surface coverages (6.4% and 63.7%, respectively) are well within that allowed (35% and 75%, respectively).

2. **Building Materials and Design.** Proposed elevations, including colors and materials, are subject to review and approval by the Planning Commission. The submittal includes color renderings of all elevations, which appear to match the existing building – primary material is brick with a stone base and horizontal accent bands.



*Aerial view of site and surroundings (looking west)*

3. **Parking.** In accordance with Section 14.04, sit down restaurants with a liquor license require 1 parking space for each 70 square feet of gross floor area. As a result of the proposed addition, 99 spaces are required, while 110 are currently provided.
4. **Pedestrian Circulation.** The site plan identifies the existing sidewalk along Latson Road, as well as one along the front of the building. The project includes an extension of the internal sidewalk along the front and side of the building connecting to the proposed building addition.
5. **Vehicular Circulation.** The project does not include any changes to the established vehicular circulation pattern.
6. **Loading.** The site plan identifies the required loading zone (existing) along the west side of the building.
7. **Landscaping.** The submittal does not identify all of the existing landscaping, only that which is affected by the proposed addition. The proposed plan identifies 4 new trees, 41 new shrubs and perennial plantings around the proposed building addition.
8. **Waste Receptacle and Enclosure.** The site plan shows the existing dumpster and enclosure on the west side of the building with no changes proposed.
9. **Exterior Lighting.** The site plan identifies 8 new “up/down” wall scones and up lighting at the sign above the main entrance. The applicant needs to provide details of the proposed fixtures. Additionally, the Township may require a photometric plan; however, given the limited nature of the proposed lighting, this is not likely necessary.
10. **Signs.** The submittal identifies two wall signs (one each on the east and west building facades). Table 16.1 allows one wall sign, but gives the Planning Commission discretion to permit two due to constraints related to visibility or building orientation; however, both signs collectively cannot exceed 100 square feet in area.

Based on our calculations, the total sign area proposed is 218 square feet (140 square feet on the east elevation and 78 on the west).

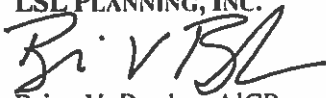
Lastly, the PUD Agreement requires channel lettering for wall signs. The west elevation appears to comply, but the east entrance does not.

Genoa Township Planning Commission  
Buffalo Wild Wings Addition  
Site Plan Review #1  
Page 3

**11. Impact Assessment.** The submittal includes an Impact Assessment (dated 5/1/14), which generally indicates that the development is not expected to adversely impact natural features, public services/utilities, surrounding land uses or traffic.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at [borden@lslplanning.com](mailto:borden@lslplanning.com).

Sincerely,  
LSL PLANNING, INC.

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is stylized and written over the printed name below.

Brian V. Borden, AICP  
Senior Planner





July 3, 2014

Mr. Mike Archinal  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Buffalo Wild Wings Building Expansion  
Site Plan Review #2**

Dear Mr. Archinal:

We have reviewed the resubmitted site plan documents from Mickalich Engineering Inc. and Jeffery Scott Architects dated June 27, 2014, which were delivered to the Township Engineer on that date. Based on our review, we offer the following comments:

**GENERAL NOTES**

1. The proposed grading and curb cuts will adequately address the site drainage concerns; however, routing the flow to the parking lot catch basins will require some additional soil erosion control measures to be installed during construction. A complete soil erosion and sedimentation control plan should be submitted with construction plans.

The petitioner has successfully addressed the previous concern over site grading and drainage, and the site plan is recommended for approval. A soil erosion and sedimentation control plan must be included with the construction drawings.

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary J. Markstrom'.

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

A handwritten signature in black ink, appearing to read 'Joseph C. Siwek'.

Joseph C. Siwek, P.E.  
Project Engineer

copy: Jeffery Scott Architects  
Mickalich Engineering Associates Inc.

Mr. Kramer indicated that the second sign requested would go in the middle of the back of the building. He will make sure sign designs total 100 square feet or less. Chairman Brown indicated that he does not understand the need for the additional sign if business has quadrupled in the last 10 years. Mr. Kramer indicated that many customers have indicated they did not know about the restaurant or its location because they were unable to see the sign that exists.

Mr. Rauch asked if there had ever been a small directional sign. There has not. Mr. Mortensen asked if the petitioner agreed to channel lettering. They do.

The occupancy listed on the plan is indicative of the "use group" rather than the actual occupancy permitted.

Mr. McManus inquires about the landscaping. Mr. Borden indicated there is no requirement for new landscaping, but that the petitioner is not required to do any new landscaping.

**Motion** by Barbara Figurski to recommend to the Township Board that the environmental impact assessment of 5/1/14 be adopted with the addition of dust control measures. Support by \_\_\_\_\_.

**Motion** by James Mortensen to recommend to the Township Board approval of the site plan for expansion subject to:

1. The details of the proposed mounted light fixtures will be reviewed by Township Staff to assure that they are in compliance with the ordinance and PUD agreement prior to the issuance of a land use permit;
2. The second wall sign is approved, the two of which will not exceed 100 square feet and channel lettering shall be used rather than the box configuration shown on the site plan;
3. The requirements of the Township Engineer as outlined in his letter of 7/3/14 regarding issuance of a soil erosion and sedimentation control plan to be submitted with construction plans will be complied with;
4. The requirements of the Brighton Area Fire Authority letter dated 7/7/14 will be complied with.

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

USA260 → **OPEN PUBLIC HEARING #2...** Review of site plan, impact assessment, and special use for a proposed USA2GO gas station and drive thru restaurant, located at a vacant lot on the west side of Latson Road, south of Grand River Avenue on the corner or Grand Oaks Drive, Sec. 8, Howell. The request is petitioned by Karum Bahnam.

Bo Gunlock of RG Properties, 10050 Innovation Drive, Miamisburg, Ohio addressed the Planning Commission. The original development contemplated the Latson Road interchange being laid out differently.

Kevin Bahnam addressed the Planning Commission. He is an owner of USA2GO. They opened their first location 11 years ago in Commerce, Michigan.

Ghassan Abdelnour addressed the Planning Commission. He addressed the materials that are proposed: brick, limestone, and cultured stone columns. There will be canopies as seen in convenience stores. He explained that the lighting will be above the canopies. There will be some texture on the parapet and there will be varying heights on the roof for visual interest. There is one entrance to the property and two exits. One exit will be right turn only.

Chairman Brown inquired about the restaurant. It will be a Tim Hortons. Mr. Borden said it doesn't matter what restaurant it is, just that it's a drive-thru restaurant. Mr. Borden said there are multiple special land use requests. Because this is a PUD, the final site plan for the PUD is what's being presented tonight as well as the special use element.

Mr. Borden reviewed his letter to the petitioner. From a planning and zoning standpoint, zoning and special land use standards have been met. Underground storage tanks will require approval from the State. For the gas station and drive-thru, both have spacing requirements. Confirmation that the spacing standards are met has been met by Mr. Borden. The color renderings and drawings have been provided to the Planning Commission. Mr. Borden believes there should be some vertical elements added to the architecture on the south side of the building. There are no color renderings for the canopy over the fuel pumps. The petitioner indicated it would be matching the columns in the architecture.

Sidewalks were addressed with Mr. Gunlock. He does not wish to add sidewalks because they have invested so heavily in the infrastructure. Mr. Mortensen feels that the Planning Commission shouldn't push the sidewalks.

Mr. Borden indicated there is a potential that some parking spaces will be blocked when a fuel tanker comes to fill the underground tanks. This is not an uncommon situation. The petitioner is willing to schedule deliveries around their peak times. The petitioner has also provided an extra five spaces in their plans, as well.

Mr. Borden discussed the signage. The petitioner is requesting a second monument sign. This is a corner lot and the petitioner is requesting extra signage space. The fuel station canopy signs also count toward the allotment for wall signs. Because this is a corner lot, the Planning Commission may allow an extra 50% of sign space. The sign may be in conflict with the "You are Leaving Genoa Township" sign. Mr. Gunlock has been discussing this with Kelly VanMarter.

The lighting details were discussed. The gooseneck fixtures on the front of the building were discussed. The bulbs are exposed on the fixtures themselves. The lighting at the property line is within the limits permitted under the ordinance.

The lighting beneath the canopy was discussed. The revised plan is greatly approved, but the intensity is still too high for the ordinance. The petitioner explained the security concerns and how it affects the lighting. The lights in the canopy are recessed and downward directed.

Gary Markstrom addressed the Planning Commission as it relates to his letter of July 3, 2014. He would like to see designation of the easements placed on the site plan and an actual easement granted for the water main. A long lead comes off of Grand Oaks Drive for the sanitary sewer for a potential building south of this site. In anticipation of that, an easement should be granted for that. Mr. Gunlock said an easement agreement has been drafted and is being circulated. The access drive coming off of Grand Oaks Drive is not on the USA2GO parcel. Mr. Gunlock will be addressing that, as well. It will be placed on the site plan.

**Planning Commission disposition of petition**

- A. Recommendation of Special Use.
- B. Recommendation of Environmental Impact Assessment.
- C. Recommendation Regarding Site Plan. (06-26-14)

**Motion** by James Mortensen to recommend to the Township Board approval of two special use permits for a gas station and drive-thru restaurant subject to the approval of the site plan and environmental impact assessment. This recommendation is made because the Planning Commission finds that the special use permits are consistent with the ordinance and phase two of the Livingston Commons PUD. Support by Diana Lowe. **Motion carried unanimously.**

**Motion** by Barabara Figurski to recommend that the environmental impact assessment dated 6/30/14 be adopted subject to dust control measures and if the lights have an unacceptable glow, they will be downgraded to be consistent with the ordinance if so determined by Township Staff. Support by John McManus. **Motion carried unanimously.**

**Motion** by James Mortensen recommend to the Township Board approval of the site plan dated 6/26/14 subject to:

1. The applicant will retain any necessary governmental permits necessary from MDEQ;
2. The building elevations reviewed this evening are acceptable. However, the canopy is to be salmon colored, subject to review by Township Staff and must be consistent with the exterior finishes of the building;
3. The five parking spaces which potentially could be blocked by fuel delivery trucks will be designated for employee parking;
4. Lighting intensity while consistent with the Township ordinance at the property line is beyond the intensity under the canopies and the gooseneck fixtures.

These will be downgraded if a staff review subsequently indicates that the glow is unacceptable;

5. The two signs as shown and sizes as shown are acceptable;
6. The requirements of the Township Engineer as spelled out in his letter of July 3, 2014 will be complied with. In particular, easements will be granted for a water main and the sanitary sewer lead in recordable form prior to the land use permit being granted. These easements shall be designated and shown on a revised site plan;
7. The requirements of the Brighton Fire Authority as addressed in their letter of July 7, 2014 will be complied with, with the exception that the sprinkler system will not be required if it is not required under the International Fire Code

Support by Diana Lowe. **Motion carried unanimously.**

**OPEN PUBLIC HEARING #3...** Review of site plan and impact assessment for a 58 space parking lot expansion, located at 2200 Dorr Road, Brighton Parcel #4711-15-200-018. The request is petitioned by Jim Branscum on behalf of Wellbridge of Brighton.

Daniel DeRemer, project architect, addressed the Planning Commission. They are seeking additional parking space. There are 88 beds. There are currently 98 spaces. They need an additional 58 spaces. This would average 1.8 cars per bed, which would allow the employees to park in the lot.

Mr. Borden indicated this is an amendment to the PUD. The change is deemed minor. This site is within the Town Center overlay district. The parking need was not anticipated when the building was constructed. Given the wetlands and side slopes, there is no other place to put additional parking.

Mr. Borden indicated any deviation would require an amendment to the PUD if approved. Mr. Borden indicated that the landscape plan should be adhered to. There are 8 trees that should be added.

Mr. Markstrom addressed the Planning Commission. There are no issues with the parking lot itself. The operation of the facility is causing issues with the downstream sanitary sewer. The disposable wipes are being flushed and causing issues with the sanitary sewer. He requests that this be addressed. The petitioner indicated the owner is willing to work with the Township and if necessary install a grinder. The petitioner will address the issue in-house. If the situation is not corrected the Township may require the installation of a grinder or other device.

**Planning Commission disposition of petition**

- A. Recommendation of Environmental Impact Assessment.
- B. Disposition of Site Plan. (06-24-14)



July 9, 2014

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Mike Archinal, AICP Township Manager
<b>Subject:</b>	USA2GO/Tim Horton's – Special Land Use and Site Plan Review #2
<b>Location:</b>	Vacant property at the southwest corner of Grand Oaks Drive and Latson Road
<b>Zoning:</b>	NR-PUD Non-Residential Planned Unit Development District

Dear Commissioners:

At the Township's request, we have reviewed the revised site plan (dated 6/27/14) proposing a new gasoline service station and convenience store with an attached drive-through restaurant for the vacant 1.77-acre site at the southwest corner of Grand Oaks Drive and Latson Road.

The site is part of the Livingston Commons PUD and is zoned NR-PUD. We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

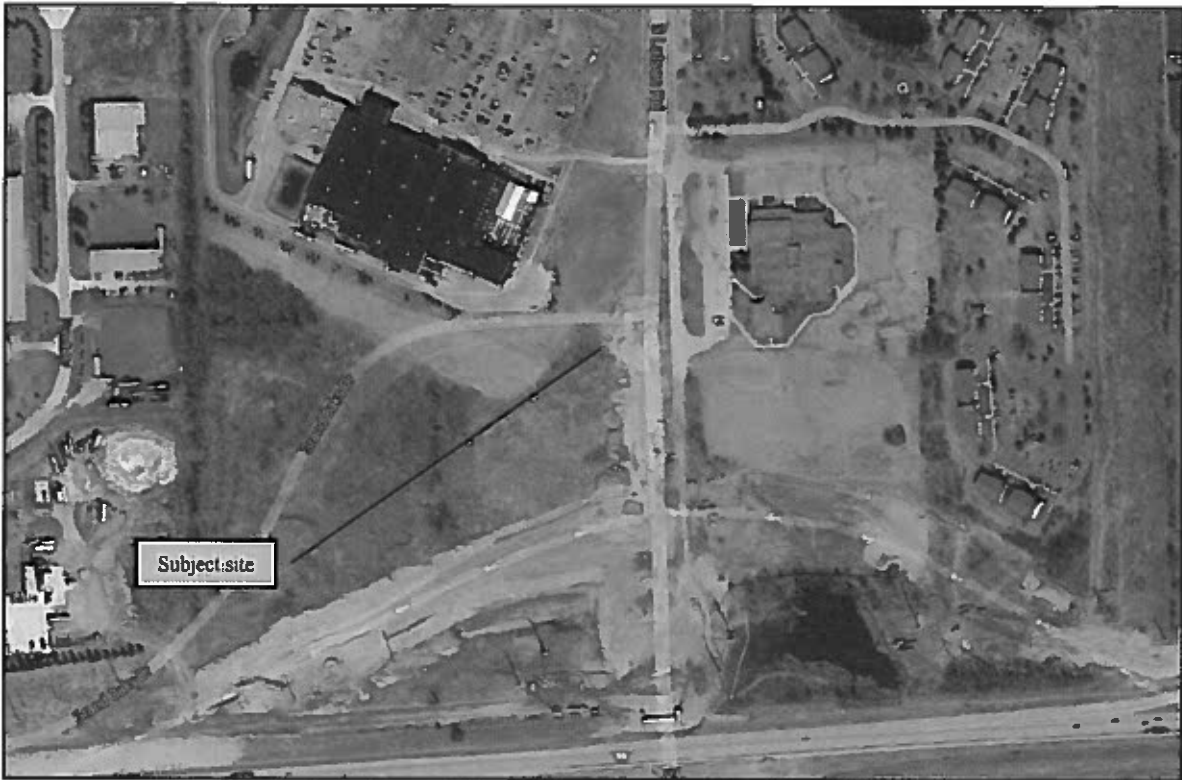
**A. Summary**

1. In our opinion, the general special land use standards of Article 19 are met; however, any issues raised by the Township Engineer or Brighton Fire Authority must be addressed and/or mitigated.
2. The applicant must obtain necessary permits from the MDEQ.
3. The applicant must confirm compliance with the spacing requirements for gas stations and drive-through restaurants.
4. The Planning Commission has approval authority over the building elevations, including materials and colors. We suggest additional accents be provided to break up relatively blank wall facades on the south, east and west sides.
5. We suggest the Commission discuss whether sidewalks may be warranted along Grand Oaks and the internal access drive.
6. Given the layout of the site, fuel delivery trucks may block parking spaces.
7. Lighting intensity underneath the canopy exceeds the 10-footcandle maximum. The Commission will need to determine whether the higher intensity proposed is justifiable.
8. The gooseneck fixtures on the building do not provide cut-off fixtures.

**B. Proposal**

The applicant requests approval of two special land uses and site plan review for a new 8,187 square foot commercial building along with a gasoline service station. The building includes a 6,000 square foot convenience store and a 2,187 square foot leasable space that is proposed as a Tim Horton's drive-through restaurant.

The gasoline service station includes 5 pumps with space for up to 10 vehicles at any given time. Gasoline service stations and drive-through restaurants are allowed with special land use approval and each is subject to a set of specific use conditions outlined below in Sections D and E of this review letter.



*Aerial view of site and surroundings (looking north)*

### C. Special Land Use Review

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

1. **Master Plan.** The Township Master Plan and Future Land Use map identify the site as Regional Commercial, which is described as follows:

*Land uses within this category include higher intensity commercial uses that serve the comparison shopping needs of the entire community and the regional market. Uses include big-box retail, large shopping centers, restaurants (including fast-food) and automobile service centers. Such land uses rely on higher traffic volumes and easy access via a major arterial or highway. Development within such areas should occur within a planned, integrated commercial setting.*

Given the site is part of a PUD and the proposed special land uses are specifically mentioned as uses intended for the classification, we are of the opinion that the proposed project is consistent with the Township Master Plan for this site and area.

2. **Compatibility.** The Latson Road corridor north of I-96 is generally zoned and planned for higher intensity commercial uses. This intended development pattern is further demonstrated by the recently approved NR-PUD for the former school site across Latson Road from the subject site.

As such, we are of the opinion that the proposed project will be compatible with the established and planned character of the area.

3. **Public Facilities and Services.** Given the site's location along two recently redesigned roadways, we anticipate that necessary facilities and services are in place for the proposed development. However, we defer to the Township Engineer for specific comments under this criterion.
4. **Impacts.** Given the allowable and planned uses for the area, we do not foresee that the proposal will create any adverse impacts on surrounding properties or roadways.

The plan was designed to exclude direct vehicular access to/from Latson Road and allow only exiting traffic directly onto Grand Oaks, both of which are expected to reduce potential vehicular conflicts and congestion.

5. **Mitigation.** The Township may require mitigation necessary to limit or alleviate any potential adverse impacts as a result of the proposal.

Any comments provided from an engineering or public safety perspective should be addressed as part of this criterion. Lastly, given the inclusion of a gasoline service station, the applicant must obtain necessary permits from the MDEQ.

**D. Use Conditions (Gasoline Service Stations)**

Section 7.02.02(k) provides the following use conditions for gasoline service stations:

1. **There shall be a minimum lot area of one (1) acre and minimum lot frontage of two hundred fifty (250) feet.**

This standard is met.

2. **Pump islands shall be a minimum of twenty (20) feet from any public right of way or lot line, and at least forty (40) feet from any residential lot line.**

This standard is met.

3. **Access driveways shall meet the standards of Article 15; turning movements may be restricted in consideration of traffic conditions. Only one driveway shall be permitted from each street unless the Planning Commission determines additional driveways will be consistent with the purpose of Article 15.**

This standard is met.

4. **Where adjoining residentially zoned or used property, a solid fence or wall six (6) feet in height shall be erected along any common lot line. Such fence or wall shall be continuously maintained in good condition. The Planning Commission may approve a landscaped berm as an alternative.**

This standard does not apply to the request.

5. **All repair work shall be conducted completely within an enclosed building. Garage doors shall not face any public roadway except as approved by the Planning Commission under the following circumstances:**

- a. **For through garages where doors are provided on the front and rear of the building;**
- b. **Garages located on corner or through lots; and**
- c. **Were the Planning Commission determines that a rear garage would have a negative impact on an abutting residential district.**

**Under these circumstances the Planning Commission may require additional landscape screening above and beyond what is required for street frontage landscaping.**



The submittal does not identify any proposed repair work as part of the gasoline service station, nor do we expect such activity to occur given the design the site.

- 6. There shall be no outdoor storage or display of vehicle components and parts, supplies, or equipment or other merchandise, except within an area defined on the site plan approved by the Planning Commission and which extends no more than ten (10) feet beyond the building.**

A note on Sheet SP.101 states that there will be no outdoor storage.

- 7. Storage of wrecked, partially dismantled, or other derelict vehicles is prohibited, unless such storage is required under police or court order. Vehicles shall not be stored outdoors for more than seven (7) days in any thirty (30) day period.**

Similar to the statement under criterion 5 above, we do not believe vehicle repair is part of the proposed project.

- 8. Storage of gasoline shall be at least four hundred (400) feet from churches, schools or similar public/quasi-public places of assembly.**

Given the redevelopment proposed for the former school site on the east side of Latson Road, we believe this standard is met; however, we request the applicant provide confirmation.

- 9. Below ground fuel storage tanks shall be at least two thousand (2000) feet from any drinking water well serving two or more residential units.**

The applicant must confirm that this standard is met.

- 10. The design and materials of the canopy shall be compatible with the main building. The proposed clearance of any canopy shall be noted on the site plan. Any signs, logo or identifying paint scheme on the canopy shall be reviewed by the Planning Commission and considered part of the maximum wall sign permitted. Details on the canopy lighting shall be provided to ensure there is no glare on the public streets or adjacent property, and that lighting levels are in accordance with Section 12.03. Canopy lighting shall be recessed such that the light source cannot be seen from off site.**

Canopy details on Sheet SP.103 note the use of cast stone pillars and an EIFS canopy that is designed to match the proposed building.

Lighting and sign details are described in the site plan review component of this letter below.

- 11. The applicant shall submit a Pollution Incidence Protection Plan (PIPP) as part of the Impact Assessment. The PIPP shall describe measures to prevent groundwater contamination caused by accidental gasoline spills or leakage, such as: special check valves, drain back catch basins and automatic shut off valves.**

The applicant provided a PIPP as required by Section 13.07.04 of the Township Zoning Ordinance.

- 12. In the event that an automobile service station use has been abandoned or terminated for a period of more than one (1) year, all underground gasoline storage tanks shall be removed from the premises.**

The applicant notes compliance with this requirement on page SP.101.

- 13. The establishment of a new automobile service station shall require the lot to be separated a minimum of five hundred (500) feet from any other lot containing an existing automobile service station.**

The nearest gasoline service station is at the northwest corner of Latson and Grand River, which is more than 500 feet from the subject site.

**E. Use Conditions (Drive-through Restaurant)**

Section 7.02.02(j) provides the following use conditions for drive-through restaurants:

- 1. Principal and accessory buildings shall be setback fifty (50) feet from any adjacent public right of way line or property line.**

This standard is met.

- 2. The establishment of a new drive-through restaurant shall require the lot be separated a minimum of five hundred (500) feet from any other lot containing a drive-through restaurant.**

We believe this standard is met; however, we request the applicant provide confirmation.

- 3. Only one (1) access shall be provided onto any street.**

This standard is met.

- 4. Such restaurants constructed adjacent to other commercial developments shall have a direct vehicular access connection where possible.**

The site plan includes internal access points to the remainder of the Livingston Commons development.

**F. Site Plan Review**

- 1. Dimensional Requirements.** As described in the table below, the project complies with the dimensional standards for this PUD:

District	Lot Size		Minimum Setbacks (feet)				Max. Height	Lot Coverage
	Lot Area (acres)	Width (feet)	Front Yard	Side Yard	Rear Yard	Parking		
NR-PUD	1	150	70	15	50	20 front 10 side/rear	75	35% building 85% impervious
Proposal	1.77	281	141.75 (Grand Oaks) 89.9 (Latson)	77.5 (W)	71 (S)	20 front 10.5 side/rear	24.3	10.6% building 77.5% impervious

- 2. Building Materials and Design.** The proposed elevations, including colors and materials, are subject to review and approval by the Planning Commission.

Primary materials include brick veneer, limestone veneer, cultured stone and cast stone. Accent materials include a cast stone base and horizontal bands, vertical cultured stone elements and an EIFS cornice.

Pending further discussion with the Commission, we suggest the applicant include some additional vertical accents along the south, east and west facades to help break up some of the long blank wall faces.

3. **Parking.** As outlined in the table below, 52 spaces are required and 56 are proposed. Appropriate stacking, waiting and RV spaces are also provided. The parking spaces and drive aisles meet or exceed the dimensional standards of Section 14.06 and the plan has been revised to show looped (double striped) spaces.

		Required
Fuel Station w/convenience mart	2 spaces per employee	8
	1 space for each 500 sq. ft. sales/convenience	12
Drive-Through Restaurant	1 per 70 sq. ft. gross leasable	32
	3 designated drive-through short-term waiting spaces	✓
	10 stacking spaces	✓
	2 longer spaces designated for recreational vehicles and semi-trucks	✓

4. **Pedestrian Circulation.** The site plan identifies an existing sidewalk along Latson Road and an internal sidewalk around three sides of the building. A sidewalk is also shown on the north side of Grand Oaks, across the street from the subject site.

The Master Plan does not identify a pathway along Grand Oaks; however, the Commission may require a sidewalk as part of site plan review in accordance with Section 12.05.01(c) if deemed necessary. We also suggest the Commission discuss whether a sidewalk along the internal access drive on the west side of the site is warranted.

5. **Vehicular Circulation.** Primary vehicular access is proposed via an internal shared driveway connecting to Grand Oaks Drive and the remainder of the Livingston Commons development. There is also a single egress drive (right turn only) for access onto Grand Oaks; however, as previously noted, direct access to/from Latson Road is not proposed.
6. **Loading.** A designated loading zone for the convenience store and restaurant is provided along the south side of the building. Our only additional comment under this standard is that the fuel delivery truck has the potential to block parking spaces when filling the storage tanks. In response, the applicant has indicated that the "owner shall try to schedule delivery outside of peak traffic times."
7. **Landscaping.** We have reviewed the landscape plan based on the conventional standards of Section 12.02, as noted below.

Location	Requirements	Proposed	Comments
Front yard greenbelt (Grand Oaks)	5 canopy trees 20-foot width Hedgerow or masonry wall	5 canopy trees 20-foot width Hedgerow	Requirements met
Front yard greenbelt (Latson Rd.)	8 canopy trees 20-foot width Hedgerow or masonry wall	8 canopy trees 20-foot width Hedgerow	Requirements met
Buffer zone "C" (W)	14 canopy trees OR 14 evergreens OR 56 shrubs (OR combination thereof) 10-foot width	10-foot width 3 canopy trees 68 shrubs	Requirements met
Buffer zone "C" (S)	14 canopy trees OR 14 evergreens OR 56 shrubs (OR combination thereof) 10-foot width	10-foot width 57 shrubs	Requirements met
Parking lot	7 canopy trees 650 s.f. of landscaped area	7 canopy trees 700 sq. ft.	Requirements met

8. **Waste Receptacle and Enclosure.** The project includes a new waste receptacle and enclosure in the southwest corner of the property. Section 12.04 requires a rear yard or non-required side yard location, unless otherwise approved by the Planning Commission. The proposed placement complies with these standards.

Details on Sheet SP.103 identify the required concrete base pad and a masonry enclosure, which is to match materials used on the building.

9. **Exterior Lighting.** The submittal includes a lighting plan (Sheet SP.102), which proposes the installation of 12 light poles around the perimeter of the parking lot, 32 wall mounted fixtures and 10 canopy fixtures.

The primary concern with the lighting plan is the high footcandle readings underneath the canopy – a maximum of 27.9 footcandles. The Ordinance sets the maximum level at 10 footcandles. In our experience some communities allow readings of 20-25 footcandles for gas station canopies. The Commission will need to determine if these readings are acceptable.

Lastly, while the canopy fixtures are recessed as required, the gooseneck fixtures on the front of the building do not provide cut-off fixtures.

10. **Signs.** In total the submittal proposes 2 monument signs, 3 gas station canopy signs and 4 wall signs (2 for each business). A menu board is also shown on the site plan, but no details are provided. For the applicant's information, up to 2 menu boards are allowed with a maximum size of 16 square feet per board.

Given the site's presence as a corner lot, 2 wall signs are permitted for each business and the Planning Commission may permit 2 monument signs. The sign areas proposed for Tim Horton's and the monument signs are compliant, while the Commission may allow an increase in the wall/canopy signage for USA2GO (118 square feet total).

As a side note, the monument signs include compliant electronic changeable message signs for fuel prices, although the owner will need to comply with the requirements of Section 16.07.02 with respect to illumination and providing a static message.

11. **Impact Assessment.** The submittal includes an Impact Assessment (dated 6/27/14). In summary, the Assessment notes that the project is not anticipated to adversely impact natural features, public services/utilities, surrounding land uses or traffic.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at [borden@lslplanning.com](mailto:borden@lslplanning.com).

Sincerely,

LSL PLANNING, INC.



Brian V. Borden, AICP  
Senior Planner



**TETRA TECH**

July 3, 2014

Mr. Mike Archinal  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: USA2GO Building  
Site Plan Review #2**

Dear Mr. Archinal:

We have reviewed the resubmitted site plan documents from GAV Associates Inc., dated June 27, 2014, which were delivered to the Township Engineer that date. The petitioner is proposing to construct a new building, which will be a gas station and Tim Horton's Restaurant, on the northwest corner of Latson and I-96. Tetra Tech has reviewed the documents and site plan and offers the following comments:

#### **SITE PLAN**

1. An 8-inch proposed water main has been added to the plans to accommodate a fire hydrant on the west side of the property, with an 8-inch stub extended west across the proposed common driveway. The following notes apply directly to this water main:
  - The 8-inch portion of the main will be considered public and will be maintained and operated by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (MHOG SWATH) and will need to be constructed in accordance with their specifications and details which can be found here:  
<http://www.genoa.org/articles/article/watersewerdesignstandards>  
Please pull the applicable water main construction details directly into the drawing set.
  - A minimum 25-foot-wide permanent easement needs to be shown and granted for all public water main found on the development limits.
  - Water main should be DIP CI 52 or PC 350.
  - A profile of the proposed public water main shall be provided, including the same information as shown on the storm sewer profiles including the finish grade of any valves or hydrants.
  - Water main crossing Grand Oaks Drive will likely need to be jacked and bored beneath the roadway inside a steel casing pipe, per Livingston County Road Commission standards, and should be shown clearly on the plans complete with proposed bore pit locations.

Tetra Tech

401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 [www.tetrattech.com](http://www.tetrattech.com)

Mr. Mike Archinal  
USA2GO Building  
July 3, 2014  
Page 2

- Provide a note or detail for how the proposed 1-inch water service will be connected to the existing 4-inch service lead
2. Existing sanitary sewer leads as shown do not include the existing assumed elevation. This information should be available from the Township and can be included on the drawings. The 6-inch service lateral that has been extended across the property has an upstream elevation shown. This should be noted as approximate with the end capped and a marker post installed so that the stub can be located in the future. The petitioner will need to provide an easement for the private service lateral for the future property owner to the south. MHOG sewer easements are based on depth of bury with easement sizes listed in the engineering standards referenced above.

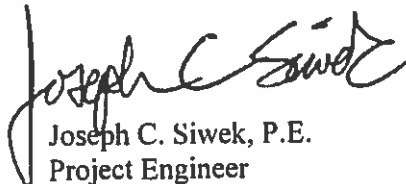
The petitioner has adequately addressed all comments regarding the on-site drainage conditions, but must respond to the above water main and sanitary service concerns prior to being recommended for approval.

Please call if you have any questions.

Sincerely,



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



Joseph C. Siwek, P.E.  
Project Engineer

copy: Robert Budzeika, GAV Associates, LLC

These will be downgraded if a staff review subsequently indicates that the glow is unacceptable;

5. The two signs as shown and sizes as shown are acceptable;
6. The requirements of the Township Engineer as spelled out in his letter of July 3, 2014 will be complied with. In particular, easements will be granted for a water main and the sanitary sewer lead in recordable form prior to the land use permit being granted. These easements shall be designated and shown on a revised site plan;
7. The requirements of the Brighton Fire Authority as addressed in their letter of July 7, 2014 will be complied with, with the exception that the sprinkler system will not be required if it is not required under the International Fire Code

Support by Diana Lowe. **Motion carried unanimously.**

Wellbridge → **OPEN PUBLIC HEARING #3...** Review of site plan and impact assessment for a 58 space parking lot expansion, located at 2200 Dorr Road, Brighton Parcel #4711-15-200-018. The request is petitioned by Jim Branscum on behalf of Wellbridge of Brighton.

Daniel DeRemer, project architect, addressed the Planning Commission. They are seeking additional parking space. There are 88 beds. There are currently 98 spaces. They need an additional 58 spaces. This would average 1.8 cars per bed, which would allow the employees to park in the lot.

Mr. Borden indicated this is an amendment to the PUD. The change is deemed minor. This site is within the Town Center overlay district. The parking need was not anticipated when the building was constructed. Given the wetlands and side slopes, there is no other place to put additional parking.

Mr. Borden indicated any deviation would require an amendment to the PUD if approved. Mr. Borden indicated that the landscape plan should be adhered to. There are 8 trees that should be added.

Mr. Markstrom addressed the Planning Commission. There are no issues with the parking lot itself. The operation of the facility is causing issues with the downstream sanitary sewer. The disposable wipes are being flushed and causing issues with the sanitary sewer. He requests that this be addressed. The petitioner indicated the owner is willing to work with the Township and if necessary install a grinder. The petitioner will address the issue in-house. If the situation is not corrected the Township may require the installation of a grinder or other device.

**Planning Commission disposition of petition**

- A. Recommendation of Environmental Impact Assessment.
- B. Disposition of Site Plan. (06-24-14)

**Motion** by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment dated 6/4/14 with the addition of dust control measures and that an amendment to the PUD will be required to convert what was previously shown as retail space into a parking lot and further to require the installation of the grinder pump or other technology approved by the township engineer in the event of a recurrence of unacceptable materials into the sanity sewer system. Support by Eric Rausch. **Ayes:** Diana Lowe, James Mortensen, Barbara Figurski, Eric Rausch. **Nays:** John McManus. **Motion carried.**

**Motion** by James Mortensen to recommend to the Township Board approval of the site plan dated 6/24/14, subject to:

1. Approval by the Township Board of the environmental impact assessment;
2. The addition of 10 canopy trees along Dorr Road in the vicinity adjacent to the new parking lot;
3. A revision of the sidewalk on the northeast corner of the property to stop at the east side of the access onto Sterling Drive;
4. The Planning Commission recognizes that the parking exceeds 120% of the standards, but accepts the explanation of the petitioner that their experience indicates that the parking ratio is required due to the unique characteristics of their business;
5. The PUD agreement be amended to adjust the dimensional deviation.

Support by Barbara Figurski. **Ayes:** Diana Lowe, James Mortensen, Barbara Figurski, Eric Rausch. **Nays:** John McManus. **Motion carried.**

**OPEN PUBLIC HEARING #4...** Review of sketch plan, impact assessment, and special use for automotive sales, located at 2860 E. Grand River Avenue, Howell, Parcel #4711-06-200-056. The request is petitioned by Joseph Hood.

Joseph Hood addressed the Planning Commission. He discussed rehabilitating the building that was formerly known as the Pizza Hut in Howell. The parking lot will be reconfigured and re-sealed. The lighting will be researched and a proposal will be made to the Township after it's determined what is absolutely necessary. There will be silent paging. The building's new design will entail letters/numbers large enough to satisfy the fire department. The roofline will be improved.

Landscaping was discussed and it will be upgraded with some additional landscaping including one more tree. Refuse was discussed. It will be a paper producing business and the petitioner intends to recycle the paper.

Mr. Borden indicated this is a special land use because it's redevelopment of an existing site. Adequate truck maneuvering will be required. The petitioner confirms that they will have the cars delivered to the lot one-by-one and therefore truck maneuvering need not be addressed.





July 8, 2014

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Mike Archinal, AICP Township Manager
<b>Subject:</b>	Wellbridge of Brighton parking lot expansion – Amendment to Approved PUD Plan (2 <sup>nd</sup> Review)
<b>Location:</b>	2200 Dorr Road – southwest corner of Dorr Road and Sterling Drive
<b>Zoning:</b>	MUPUD Mixed Use Planned Unit Development and TCOB Town Center Overlay District

Dear Commissioners:

At the Township’s request, we have reviewed the revised site plan (dated 6/24/14) proposing to amend the previously approved PUD Plan for the Wellbridge of Brighton skilled nursing facility, which is located at 2200 Dorr Road. We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

**A. Summary**

1. If the proposed PUD amendment is approved, an amendment to the PUD Agreement must be executed between the owner and Township Board.
2. Because the future retail building is no longer part of the project, the Township will need to determine if the amendment alters the intent of the approved Conceptual PUD Plan.
3. The proposal results in the need for greater deviation from the building and parking frontage standards of the TCOB than was originally allowed.
4. The amount of parking proposed exceeds the 120% limitation; therefore, Planning Commission approval is needed for the excess parking.
5. The applicant could reduce the amount of impervious surface by reducing the dimensions of proposed parking spaces that abut wide sidewalks, which are larger than required.
6. The landscape plan is deficient in greenbelt plantings along Dorr Road (8 canopy trees).
7. The Planning Commission may require a photometric plan to ensure current lighting requirements are met.

**B. Proposal/Process**

The applicant requests review and approval of an amendment to the approved PUD Plan for an expansion of their existing parking lot. Specifically, 58 new parking spaces are proposed as an extension of the existing parking lot along the site’s Dorr Road frontage and a portion of its Sterling Drive frontage.

The project also includes landscape islands within the new parking lot, as well as an extension of the bike path along Dorr Road and Sterling Drive. Additionally, 5 existing parking spaces are to be converted into 4 barrier free spaces immediately north of the existing building.

Section 10.11.04 requires Planning Commission review of amendments to an approved Final PUD Plan that are considered “major.” If the Commission determines that the proposed amendment significantly alters the intent of the approved Conceptual PUD Plan, then they may require submittal of a new concept plan. If the proposal is approved, the PUD Agreement must also be amended.



*Aerial view of site and surroundings (looking north)*

### C. Review

1. **Approved PUD Plan.** The approved PUD Plan for this development shows a future retail building and parking spaces in the northeast corner of the property. The intent for a future retail development is also noted in the PUD Agreement. The proposed amendment generally matches the parking layout shown on the approved plan, except the future retail building is replaced with 22 additional parking spaces.

The removal of a building for additional surface parking could be viewed as a significant change from the approved plan, particularly since the site is within the TCOD. If the Township finds this to be the case, they can require a new concept plan for the project.

2. **Dimensional Deviations.** As part of the original PUD approval for the Intech project, the Township granted several dimensional deviations for development of the site. Section 2.6 of the original PUD Agreement specifically notes dimensional deviations for reduced building setbacks, reduced building frontage and increased parking frontage. (As a side note, the PUD Plan and Agreement were amended in 2009 under the name Senior Care Equities allowing the development as it exists today.) The proposed amendment further reduces the building frontage and increases the parking frontage along both Dorr Road and Sterling Drive from that originally approved. As such, the proposal results in the need for greater deviation from the building and parking frontage standards of the TCOD.
3. **Open Space/MUPUD Acreage.** Given that the approved plan called for a retail building and parking in the area of the proposed parking lot, we do not believe the proposed amendment has any effect on the minimum open space or maximum non-residential/non-open space requirements of the MUPUD.
4. **Parking.** Per Section 14.04, nursing homes require 1 parking space for each 3 beds or 2 rooms, whichever is less, plus 1 space per employee during the peak shift. The submittal notes 88 beds, requiring 30 spaces and 86 employees totaling 116 required spaces.

As a result of the proposed expansion, the parking lot will provide 156 spaces, which is above the 120% threshold. Therefore, Planning Commission approval is required for the excess parking per Section 14.02.06.

In the letter dated 6-24-14 from the architect, it is noted that "During the initial project conception, a much lower number of employees required to efficiently run the facility was anticipated. This has resulted in a major parking deficiency that currently exists."

The parking spaces, drive aisles and number of barrier free spaces all meet or exceed the requirements of Article 14. The drive aisles are 2 feet wider than required by the Zoning Ordinance but the applicant indicates the 26' width was requested by the Fire Department. Additionally, the depth of spaces abutting a curb or the bike path may be reduced by 2 feet per Section 14.06.06. As such, there appears to be an opportunity to reduce the amount of impervious surface.

5. **Pedestrian Circulation.** As part of the original approval, an 8-foot concrete pathway was constructed along the developed portion of Dorr Road. The current project includes an extension of that pathway to the end of the site's frontage on Dorr Road, as well as along the proposed developed portion of Sterling Drive.
6. **Vehicular Circulation.** Primary access to the site will remain to/from Dorr Road. Based on aerial photos, it appears as though there is an unimproved access point to Sterling Drive, which will be improved as part of this project. The driveway placement complies with the spacing requirement from the intersection.
7. **Landscaping.** The site plan identifies landscape islands within the expanded parking lot that meet the required width of 10'. Parking spaces are not drawn on sheet LS-1, but it appears that the islands are the same length as the parking spaces. Section 12.02.04 (g) requires that the length be 2' shorter than adjacent spaces to improve maneuvering.  
  
Section 12.02.03(a) requires 6 parking lot trees and 600 square feet of internal landscaped area. The proposal includes 11 new trees and more than 600 square feet of landscaped area.  
  
Section 12.02.01 requires a 20 foot wide greenbelt and 1 canopy tree for every 40 feet of frontage along Dorr Road. For this approximately 320 feet of frontage, eight canopy trees are required, but are not provided.
8. **Exterior Lighting.** Section 9.06 requires pedestrian scale ornamental lighting along streets and within parking lots. The lighting plan included identifies 7 parking lot light fixtures and two along Dorr Road. The Planning Commission may require a photometric plan be provided to ensure the proposed light levels comply with Section 12.03.
9. **Signs.** The submittal does not identify any proposed signage.
10. **Impact Assessment.** The submittal includes an Impact Assessment (dated 6/4/14), which notes that the proposed project is not expected to adversely impact natural features, public services/utilities, surrounding land uses or traffic.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at [borden@lslplanning.com](mailto:borden@lslplanning.com).

Sincerely,  
LSL PLANNING, INC.



Brian V. Borden, AICP  
Senior Planner



**TETRA TECH**

July 3, 2014

Mr. Mike Archinal  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Wellbridge Parking Expansion  
Site Plan Review #2**

Dear Mr. Archinal:

We have reviewed the resubmitted site plan documents from Design Services Company dated June 24, 2014, which were delivered to the Township Engineer on June 27, 2014. The petitioner is proposing to construct a net total of 57 additional parking spaces in a lot adjacent to the existing parking lot on the site.

Tetra Tech has reviewed the documents and determined that the petitioner has sufficiently addressed all previous comments. However, over the last several months a concern has arisen regarding the sanitary sewer discharge from the Wellbridge facility. Operators have seen a significant increase in maintenance of the pump station serving the Wellbridge facility and other neighboring parcels due to wipes being discharged to the sanitary system. This debris collects on the pumps and necessitates frequent cleaning. The discharge of wipes and rags into the sanitary sewer system is a violation of the sewer use ordinance. As part of the currently proposed site improvements, it is requested that the facility address the discharge issue either through the installation of a privately maintained septic tank to collect the debris prior to it reaching the public system or through the installation of a grinder on the discharge line to break down the debris being discharged. The proposed sanitary sewer improvement should be included on the current site plan being considered for approval.

Please call if you have any questions.

Sincerely,

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

Joseph C. Siwek, P.E.  
Project Engineer

copy: Daniel F. Deremer, JW Design Architectural Studio

Tetra Tech  
401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 [www.tetrattech.com](http://www.tetrattech.com)

**Motion by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment dated 6/4/14 with the addition of dust control measures and that an amendment to the PUD will be required to convert what was previously shown as retail space into a parking lot and further to require the installation of the grinder pump or other technology approved by the township engineer in the event of a recurrence of unacceptable materials into the sanity sewer system. Support by Eric Rausch. Ayes: Diana Lowe, James Mortensen, Barbara Figurski, Eric Rausch. Nays: John McManus. Motion carried.**

**Motion by James Mortensen to recommend to the Township Board approval of the site plan dated 6/24/14, subject to:**

1. Approval by the Township Board of the environmental impact assessment;
2. The addition of 10 canopy trees along Dorr Road in the vicinity adjacent to the new parking lot;
3. A revision of the sidewalk on the northeast corner of the property to stop at the east side of the access onto Sterling Drive;
4. The Planning Commission recognizes that the parking exceeds 120% of the standards, but accepts the explanation of the petitioner that their experience indicates that the parking ratio is required due to the unique characteristics of their business;
5. The PUD agreement be amended to adjust the dimensional deviation.

**Support by Barbara Figurski. Ayes: Diana Lowe, James Mortensen, Barbara Figurski, Eric Rausch. Nays: John McManus. Motion carried.**

Joseph →

**OPEN PUBLIC HEARING #4...** Review of sketch plan, impact assessment, and special use for automotive sales, located at 2860 E. Grand River Avenue, Howell, Parcel #4711-06-200-056. The request is petitioned by Joseph Hood.

Joseph Hood addressed the Planning Commission. He discussed rehabilitating the building that was formerly known as the Pizza Hut in Howell. The parking lot will be reconfigured and re-sealed. The lighting will be researched and a proposal will be made to the Township after it's determined what is absolutely necessary. There will be silent paging. The building's new design will entail letters/numbers large enough to satisfy the fire department. The roofline will be improved.

Landscaping was discussed and it will be upgraded with some additional landscaping including one more tree. Refuse was discussed. It will be a paper producing business and the petitioner intends to recycle the paper.

Mr. Borden indicated this is a special land use because it's redevelopment of an existing site. Adequate truck maneuvering will be required. The petitioner confirms that they will have the cars delivered to the lot one-by-one and therefore truck maneuvering need not be addressed.

The petitioner indicated that it will be rare that he has 65 cars on the lot. The inventory for that store is designated to be 50 cars. This site is the first of 20 sites planned for Michigan. That count may change once a new building is built. The petitioner is willing to agree to no more than 55 cars.

The petitioner is willing to tell the land owner that the special use permit was conditioned upon the installation of the sidewalk.

Mr. Markstrom had no further comments.

Rodney Lockwood, managing partner of Lakeshore Village Apartments addressed the Planning Commission. He supports this project. He wants to make sure that the landscaping that the petitioner adds does not inhibit the view of the Lakeshore Village sign. He requests that the trash cans not be exposed to traffic down Tahoe Street.

**Planning Commission disposition of petition**

- A. Recommendation of Special Use.
- B. Recommendation of Environmental Impact Assessment.
- C. Recommendation of Sketch Plan. (06-06-14)

**Motion** by James Mortensen to recommend to the Township Board approval of the special use permit to permit the sale/storage of used cars by Uncle Joe's Used Car Lot. This recommendation is made because we find it is consistent with the zoning requirements of section 19.02 of the Township ordinance. And it's further subject to approval by the Township Board of the sketch plan and environmental impact assessment. Support by Diana Lowe.

**Motion** by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment, subject to the addition of dust control measures. And that the vehicles delivered to the site will be one at a time and car hauler trucks will not be used. There will be a limit of 55 cars on the lot. Support by James Mortensen.

**Motion** by James Mortensen to recommend to the Township Board approval of the sketch plan dated 6/6/14, subject to:

1. Approval by the Township Board of the special use permit and environmental impact assessment;
2. The design and materials reviewed this evening are acceptable. The applicant will attempt to shield rooftop equipment if further modifications are made to the building after the next three years;
3. The site plan will be noted that the used car inventory will not exceed 55 cars;
4. An 8-foot wide pathway subject to staff approval will be installed along Grand River on the property by June 2015;
5. Waste receptacles will be limited to two curb carts located in the alcove near the southwestern part of the building;

6. Any lighting subsequently added to the site will comply with the Township ordinances;
7. Details regarding the existing pylon sign and any modifications will require Township staff review;
8. Any new landscaping and signage will be constructed so as not to obscure signage for the apartment complex to the south nor interfere with vision for cars exiting onto or from Tahoe Drive and will be reviewed beforehand by Township staff;
9. The proposed roof sign is prohibited by Township ordinance and if pursued further by the petitioner, will have to be submitted to the Zoning Board of Appeals;
10. The requirements as spelled out in the Brighton Fire Department letter shall be complied with.

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

**Administrative Business:**

- *Staff report. No staff report.*
- *Approval of June 9, 2014 Planning Commission meeting minutes. **Motion** by Barbara Figurski to approve the minutes of June 9, 2014 as corrected. Support by Eric Rausch. **Motion carried unanimously.***
- *Member discussion*
- *Adjournment. **Motion** by John McManus to adjourn the meeting at 9:43 p.m. Support by Barbara Figurski. **Motion carried unanimously.***



July 9, 2014

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Mike Archinal, AICP Township Manager
<b>Subject:</b>	Uncle Joe's Used Cars – Special Land Use and Site Plan Review #1
<b>Location:</b>	2860 E. Grand River Ave (Former Pizza Hut location at E. Grand River Ave. and Tahoe Blvd.)
<b>Zoning:</b>	GCD General Commercial District

Dear Commissioners:

At the Township's request, we have reviewed the site plan (dated 6/6/14) proposing a new used car dealership at the former Pizza Hut location at the southwest corner of E. Grand River Avenue and Tahoe Boulevard. The site is zoned GCD. We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

**A. Summary**

1. In our opinion, the general special land use standards of Article 19 are met; however, any issues raised by the Township Engineer or Brighton Fire Authority must be addressed and/or mitigated.
2. The applicant needs to confirm that truck maneuvering can occur on-site and outside of the roadway.
3. The site plan lacks an accurate scale.
4. Building design and materials are subject to Planning Commission review and approval.
5. Modifications to the roof of the building may increase visibility of roof-mounted equipment.
6. The applicant needs to distinguish areas of dedicated parking from for-sale vehicle storage spaces.
7. Additional discussion is needed with respect to the amount of parking provided in relation to the potential vehicle inventory of the business.
8. An 8-foot wide pathway is required along this portion of Grand River.
9. Due to the lack of an accurate scale on the site plan, we are unable to accurately enumerate the required landscaping for the project.
10. The submittal does not identify an existing or proposed waste receptacle/enclosure.
11. The submittal does not identify existing or proposed site lighting.
12. Details of the existing monument sign are needed.
13. The proposed roof sign is prohibited.





*Aerial view of site and surroundings (looking south)*

## **B. Proposal**

The applicant requests approval of a special land use and site plan to convert a 2,603 square foot restaurant building into dealership for the sale of used automotive vehicles. Used auto dealerships are allowed with special land use approval and are subject to a set of specific use conditions outlined below.

## **C. Special Land Use Review**

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

- 1. Master Plan.** The Township Master Plan and Future Land Use map identify the site as General Commercial, which is described as follows:

*Businesses which serve the requirements of the community at large including Genoa Township, Howell, Brighton, and pass-by traffic along Grand River Avenue are designated by this category. The large size and variety of permitted commercial uses generate significant volumes of vehicular and pedestrian traffic. There may be some outdoor sales or display areas. These districts are intended to be clustered, rather than allowed to create an undesirable commercial strip pattern of development, and buffered from nearby residential area. Appropriate uses include larger grocery stores, restaurants and retail shopping centers.*

Given the above description, we are of the opinion that the proposed project is consistent with the Township Master Plan for this site and area.

- 2. Compatibility.** The Grand River corridor west of the site is generally zoned and planned for general commercial uses including a Ford dealership several parcels to the west. Furthermore, the redevelopment of a closed commercial site is expected to be an improvement to the area. As such, we are of the opinion that the proposed project will be compatible with the established and planned character of the area.
- 3. Public Facilities and Services.** Given the site's location along a major roadway, we anticipate that necessary facilities and services are in place for the proposed development. With that being said, we defer to the Township Engineer for specific comments under this criterion.

4. **Impacts.** Given the allowable and planned uses for the area, we do not expect the proposal to adversely impact surrounding properties or roadways.
5. **Mitigation.** The Township may require mitigation necessary to limit or alleviate any potential adverse impacts as a result of the proposal. Additionally, any comments provided from an engineering or public safety perspective should be addressed as part of this criterion.

**D. Use Conditions (Used Automobile Sales)**

Section 7.02.02(c) provides the following use conditions for automobile sales, new and used:

1. **Sale space for used mobile homes, recreational vehicles and boats may only be carried on in conjunction with a regularly authorized new mobile home, recreational vehicle or boat sales dealership on the same parcel of land.**

The applicant is only proposing sale of used vehicles.

2. **All outdoor storage areas shall be paved with a permanent, durable and dustless surface and shall be graded and drained to dispose storm water without negatively impact adjacent property. The Township Board, following a recommendation of the Planning Commission and the Township Engineer, may approve a gravel surface for all or part of the display or storage area for low intensity activities, upon a finding that neighboring properties and the environment will not be negatively impacted.**

There are no proposed changes to the impervious surfaces of the site. The applicant will be repairing and sealing the existing asphalt parking lot prior to displaying any cars on the lot.

3. **No storage or display of vehicles shall be permitted in any landscape greenbelt area, provided the Township may permit a display pod for an automobile within the greenbelt area where it is integrated into the landscape design.**

No display areas are shown within the greenbelt area.

4. **The site shall include a building of at least five hundred (500) feet of gross floor area for office use in conjunction with the use.**

The existing building is 2,603 square feet.

5. **All loading and truck maneuvering shall be accommodated on-site.**

The submittal does not show truck turning movements. Given the building's previous use and parking lot configuration, it appears that this standard will be met; however, the applicant should provide the Commission with confirmation.

6. **All outdoor storage area property lines adjacent to a residential district shall provide a buffer zone A as described in Section 12.02. A buffer zone B shall be provided on all other sides. The Planning Commission may approve a six (6) foot high screen wall or fence, or a four (4) foot high landscaped berm as an alternative.**

The site plan does not distinguish between outdoor vehicle storage and conventional parking spaces. This information is needed to determine the required buffer zones.

**E. Site Plan Review**

- 1. Dimensional Requirements.** The identified scale on the plan (1:20) does not appear to be accurate. (We tested it on the parking spaces, which scale to 26 feet deep – a conventional parking space is 18 to 20 feet deep.) As such we cannot determine building and parking setbacks. However, the project does not include any changes to established setbacks. It is worth noting that the north side yard parking setback is deficient, although this would appear to be a nonconforming situation that is not being altered.
- 2. Building Materials and Design.** Proposed elevations, including colors and materials, are subject to review and approval by the Planning Commission. The submittal includes elevation views of each side of the building showing slight modifications to the existing building. Specifically, existing wood siding is being replaced with brick and EIFS.

The top of the Pizza Hut design is also being removed from the roof. While aesthetically this will be an improvement to the building, it has the potential to increase visibility of the roof-mounted mechanical equipment. The Commission may wish to require improved screening of this equipment.

- 3. Parking.** In accordance with Section 14.04, automobile sales require 1 parking space for each 200 square feet of gross floor area. Based upon the size of the existing building, 11 spaces are required, while the existing site provides 67. As indicated in our review of the specific use standards, the applicant needs to distinguish between dedicated parking spaces and those spaces to be used for vehicle sales display.

The submittal notes that the business will maintain an inventory of 50 to 65 vehicles. Given the amount of parking provided, the low end of this estimate seems to work; however, there may not be sufficient space at the high end. We suggest that this element of the request warrants additional discussion with the Commission.

- 4. Pedestrian Circulation.** Section 12.05 requires an 8-foot wide bike path for properties along Grand River west of the 141 interchange. The submittal does not identify an existing or proposed sidewalk/pathway.
- 5. Vehicular Circulation.** No changes are proposed to existing driveway accessing Grand River.
- 6. Landscaping.** Section 12.02 requires plantings for the front yard greenbelt, within the parking lot and buffer zones along the rear and south side lot lines. The site plan shows existing vegetation at the rear of the site and along the south side line, which may suffice for the required buffer zones. Additionally, new plantings are proposed in the Grand River front yard; however due to the lack of an accurate scale we are unable to accurately enumerate the amount of landscaping required for the project. Lastly, plantings are shown along Tahoe Boulevard, but those appear to be located within the roadway right-of-way or easement and not on the property itself.
- 7. Waste Receptacle and Enclosure.** The submittal does not identify an existing or proposed waste receptacle and enclosure. If one exists, the Commission may wish to request details. If one is proposed, details must be provided in accordance with Section 12.04.
- 8. Exterior Lighting.** The submittal does not identify any existing or proposed site lighting. The Commission may wish to request details of existing lighting to determine compliance with current standards. If new lighting is proposed, details must be provided in accordance with Section 12.03.

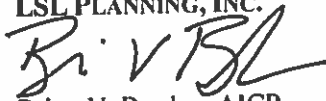
9. **Signs.** The site plan identifies an existing monument sign in the Grand River front yard; however, no details are provided. Additionally, the elevation drawings identify a new sign on the front side of the building, as well as 4 window signs.

Based on our calculations, these signs are compliant with the area limitations of Article 16; however, the main sign is a "roof sign," which is prohibited.

10. **Impact Assessment.** The submittal includes an Impact Assessment (dated 6/12/14), which generally states that the proposed redevelopment is not expected to adversely impact natural features, public services/utilities, surrounding land uses or traffic.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at [borden@lslplanning.com](mailto:borden@lslplanning.com).

Sincerely,  
LSL PLANNING, INC.

  
Brian V. Borden, AICP  
Senior Planner



July 9, 2014

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Mike Archinal, AICP Township Manager
<b>Subject:</b>	USA2GO/Tim Horton's – Special Land Use and Site Plan Review #2
<b>Location:</b>	Vacant property at the southwest corner of Grand Oaks Drive and Latson Road
<b>Zoning:</b>	NR-PUD Non-Residential Planned Unit Development District

Dear Commissioners:

At the Township's request, we have reviewed the revised site plan (dated 6/27/14) proposing a new gasoline service station and convenience store with an attached drive-through restaurant for the vacant 1.77-acre site at the southwest corner of Grand Oaks Drive and Latson Road.

The site is part of the Livingston Commons PUD and is zoned NR-PUD. We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

**A. Summary**

1. In our opinion, the general special land use standards of Article 19 are met; however, any issues raised by the Township Engineer or Brighton Fire Authority must be addressed and/or mitigated.
2. The applicant must obtain necessary permits from the MDEQ.
3. The applicant must confirm compliance with the spacing requirements for gas stations and drive-through restaurants.
4. The Planning Commission has approval authority over the building elevations, including materials and colors. We suggest additional accents be provided to break up relatively blank wall facades on the south, east and west sides.
5. We suggest the Commission discuss whether sidewalks may be warranted along Grand Oaks and the internal access drive.
6. Given the layout of the site, fuel delivery trucks may block parking spaces.
7. Lighting intensity underneath the canopy exceeds the 10-footcandle maximum. The Commission will need to determine whether the higher intensity proposed is justifiable.
8. The gooseneck fixtures on the building do not provide cut-off fixtures.

**B. Proposal**

The applicant requests approval of two special land uses and site plan review for a new 8,187 square foot commercial building along with a gasoline service station. The building includes a 6,000 square foot convenience store and a 2,187 square foot leasable space that is proposed as a Tim Horton's drive-through restaurant.

The gasoline service station includes 5 pumps with space for up to 10 vehicles at any given time. Gasoline service stations and drive-through restaurants are allowed with special land use approval and each is subject to a set of specific use conditions outlined below in Sections D and E of this review letter.



TETRA TECH

July 9, 2014

Mr. Mike Archinal  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Joseph Auto Sales & Service, Inc.  
Special Land Use Permit Application and Sketch Plan Review**

Dear Mr. Archinal:

We have reviewed the sketch plan submittal from Roark Galt Architects, LLC, dated June 6, 2014, and delivered to the Township June 19, 2014. The petitioner is proposing to convert the existing old Pizza Hut building at 2860 E. Grand River Avenue into a used automobile sales and service facility and has applied for a Special Land Use Permit.

According to the Impact Statement, the petitioner proposes no changes to the site impervious area, and the site currently has no outstanding erosion issues.


The site use conversion from a restaurant facility to an auto sales facility will result in a net water and sewer usage reduction, and the petitioner states that no automobile fluids will be stored on site.


An existing fire hydrant is located on the 12-inch water main in the south right-of-way of Grand River Avenue; however, there is no 8-inch public water main running through the site as stated in the Impact Statement. The building currently falls within the 250-foot radius of the fire hydrant; however, the rear of the parking lot is approximately 320 feet away, and any potential plans for a future structure or auto storage towards the rear of the site may necessitate the construction of a water main extension to provide additional fire protection. This must be determined prior to submittal of a site plan for approval.

Our review found no engineering-related impacts to the existing site from the proposed changes indicated on the sketch plan. Aside from the possible water main extension, we have no objections to the proposed Special Land Use request.

Please call if you have any questions.

Sincerely,

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

  
Joseph C. Siwek, P.E.  
Project Engineer

copy: Joseph W. Wood, Joseph Auto Sales & Services

Tetra Tech  
401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com



2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
genoa.org

# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** July 16, 2014  
**SUBJECT:** Annual Rate Adjustments for the Lake Edgewood Water and Pine Creek Sewer and Water Customers.

**MANAGER REVIEW:** 

.....  
For consideration at the July 21<sup>st</sup> Board Meeting is the proposed rate adjustments for the Lake Edgewood Water and Pine Creek Water/Sewer Systems serviced by the City of Brighton.

Please find attached a letter dated June 2, 2014 from the City of Brighton regarding their adopted 2014 - 2015 fee schedule for sewer and water use and connection fees. Correspondingly, also please find attached a letter from Pfeffer, Hanniford, and Palka, which recommends the adjusted rates charged to customers for sewer and water use as well as adjusted Pine Creek water and sewer connection fees. As staff, we concur with the proposed adjustments, and we recommend that the effective date of the changes be September 1<sup>st</sup>, 2014. This will correspond to a new billing cycle for Lake Edgewood Water and Pine Creek Sewer and Water Customers.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ that September 1, 2014, the following sewer and water rate adjustments will have become effective:

- Increase the Lake Edgewood Conference Center Quarterly Water Fee to \$3.33 /1,000 gallons from \$3.32/1,000 gallons;
- Increase the Lake Edgewood other Quarterly water fee to \$3.20 /1,000 gallons from \$3.19 per 1,000 gallons;
- Increase the Pine Creek quarterly water fee to \$2.92 / 1,000 gallons from \$2.91 per 1,000 gallons and the Quarterly Sewer Fee to \$4.33 / 1,000 gallons from \$3.58 per 1,000 gallons; and
- Increase the Pine Creek water connection fee to \$2,712 per REU.

**SUPERVISOR**

Gary T. McCririe

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**MANAGER**

Michael C. Archinal

**TRUSTEES**

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Linda Rowell

# PHP

**PFEFFER • HANNIFORD • PALKA**  
*Certified Public Accountants*

John M. Pfeffer, C.P.A.  
Patrick M. Hanniford, C.P.A.  
Kenneth J. Palka, C.P.A.

Members:  
AICPA Private Practice Companies Section  
MACPA

225 E. Grand River - Suite 104  
Brighton, Michigan 48116-1575  
(810) 229-5550  
FAX (810) 229-5578

June 23, 2014

Mr. Gregory Tatara  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

Dear Greg:

As you have requested we have reviewed the City of Brighton's revised fee schedule effective July 1, 2014 for Lake Edgewood Water and Pine Creek Water/Sewer.

Based on our review we recommend the following rate changes be implemented by Genoa Township.

1. Lake Edgewood - Conference Center Quarterly Usage Fee - Water  
The water fee should increase to \$3.33 per 1,000 gallons from \$3.32 per 1,000 gallons.
2. Lake Edgewood - Other Quarterly Usage Fee - Water  
The water fee should increase to \$3.20 per 1,000 gallons from \$3.19 per 1,000 gallons.
3. Pine Creek Quarterly Usage Fee - Water and Sewer  
The water fee should increase to \$2.92 per 1,000 gallons from \$2.91 per 1,000 gallons.  
The sewer fee should increase to \$4.33 per 1,000 gallons from \$3.58 per 1,000 gallons.
4. Pine Creek Connection Fees  
Increase the water connection fee from \$2,672 per REU to \$2,712.  
Maintain sewer connection fee at \$6,888 per REU.

If you should have any questions please call.

Sincerely,

PFEFFER, HANNIFORD & PALKA  
Certified Public Accountants



Kenneth J. Palka

KJP:em





# CITY OF BRIGHTON

"Providing quality service"

Brighton, MI 48116-1593  
(810) 227-1911  
Fax# 227-6420  
TDD Phone: (810) 227-8357

City Manager  
225-8022  
City Clerk  
227-0463  
Human Resources Director  
225-9251  
Cemetery/ Voter Registration  
227-0463

Community Development  
Building  
227-9005  
Building Inspection Line  
227-0419  
Planning / Zoning  
225-9257  
Community Development/  
DDA  
225-8025

Finance  
Accounts Payable  
225-8019  
Assessing Assistant  
227-9006  
City Assessor  
225-8024  
City Treasurer  
225-8023  
Finance Director  
225-9283  
Assistant Finance Director  
227-7738  
Property Taxes  
227-0179  
Utility Billing  
225-8041

Police Department  
440 S. Third St.  
(810) 227-2700  
Fax# 227-2063

Department of Public Services  
420 S. Third St.  
(810) 225-8001  
Fax# 225-9249  
DPS Director  
225-9284  
Assistant DPS Director  
225-9282  
Water Plant  
227-2968  
Wastewater Plant  
227-9479

June 2, 2014

Mike Archinal, Manager  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

Mr. Archinal:

The City of Brighton's adopted FY 2014-2015 Fee Schedule for Sewer and Water user and connection fees, as they relate to Genoa Township, are listed below. Effective July 1, 2014.

	Pine Creek	Dillon	Northstar	Lake Edgewood
Water:				
Commodity (1,000 gal.)-	\$2.72	\$3.00	\$3.13	\$3.00
PILOT (bi-monthly)		\$16.66		
Sewer:				
Commodity		\$ 4.13		
Administrative		\$19.27		
Connection Fees (Per REU):				
Water		\$2,662.00		
Sewer		\$6838.00		

Please contact me if you have questions.

Sincerely,

Kelly Hanna  
Finance Director  
810.225.9283

Cc: Dana Foster, City Manager  
Dave Blackmar, Public Works Director  
Ken Palka, Pfeffer, Hanniford & Palka ✓



# MEMO

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

**FROM:** Greg Tatara, Utility Director  
Tessa Humphriss, Utility Engineer

**DATE:** July 17, 2014

**RE:** Oak Pointe Wastewater Treatment Plant Consolidation Project  
Bond Sale Results and Construction Contracts

**MANAGER REVIEW:** 

.....

The Genoa Township Utility Department is pleased to provide this update to the Board on the progress on consolidation of the Oak Pointe Wastewater Treatment Plant (WWTP) with the Genoa-Oceola WWTP. Since the Bond Authorizing Resolution was passed on June 16<sup>th</sup>, we have received a rating report from Standard and Poor's, received construction bids, sold bonds, and prepared construction contracts for execution by the Township Board. Below is more detail on the current status of this project:

## Rating Report

We are pleased to report that Standard and Poor's has affirmed the Township's rating of "AA+" with a stable outlook. The report (*Attachment #1*) cited Genoa Township's very strong budgetary flexibility, very strong reserve levels, and the very strong local economy with the AA+ rating. This is a proud statement for Genoa as a fiscally conservative and sound governmental entity.

## Bond Issuance Amount and Bond Sale

Bids were received for both contracts associated with the Oak Pointe to Genoa-Oceola Project. Bids were favorable and just under the engineer's estimate for both the Oak Pointe Force Main and Oak Pointe WWTP Conversation to a Pump Station; however, the Genoa-Oceola portion of the work was approximately \$0.5M above the engineer's estimate. Staff has worked with our engineer, Tetra Tech, to re-evaluate the proposed improvements and we have made structure and site changes, without compromising equipment, to bring the project within the original budget of \$6,000,000, as shown in *Attachment #2*.

Bonds were sold on July 17<sup>th</sup> and *Attachment #3* is a tabulation of the bids received for the capital improvement bonds. We are pleased to report the true interest cost (TIC) for the low bidder (Robert W. Baird & Co., Inc) was 3.400129%, well below our projections of 4.00 – 4.40%. The final principal and interest schedule and the final estimated debt service coverage

are shown in *Attachment #4*. Also shown in *Attachment #4* is the recommended debt service fees to be placed on the Utility Bills for the customers of the Oak Pointe Wastewater System. Due to the favorable interest rates we are pleased to report we are able to hold the annual cost to the residents at the published amount of \$300/year. As outlined in the schedule below, we plan to come back to the Board in August with a recommended rate increase for the debt repayment fee. This rate would be effective November 2014 and residents would see the increase mailed to them on the February 2015 bill.

**Construction Contracts**

During design it was determined to split the contract into 2 divisions. Division S-1 is the force main portion to construct the approximately 5 miles of pipe from the Oak Pointe WWTP to the GO WWTP. Division S-2 includes conversion of the Oak Pointe WWTP to a pump station and upgrades to the Genoa Ocoola WWTP. As the upgrades to the GO site must be completed first, and the timing and sequencing between the two contracts is critical, we determined these two sites should be completed under one contract. The Sewage Treatment Agreement between the Genoa-Ocoola Sewer Authority and Genoa Township stated that Genoa-Ocoola would hold the contract for the work at the Genoa-Ocoola site. *Attachment 5* is proposed Amendment #1 which modifies the agreement language to show 2 total contract divisions, as is the current recommendation. The Genoa Ocoola Authority approved this Amendment at their July 16<sup>th</sup> meeting.

*Attachment 6* is a recommendation of award letter from Tetra Tech for the Chilson Road Force Main Contract. Also included in Attachment #6 is the Notice of Award to Fonson, Inc. We are requesting the Board to award the contract to Fonson and Authorize the Supervisor to sign the Notice of Award, the Notice to Proceed, and the contract documents.

*Attachment 7* is a recommendation of award letter from Tetra Tech for the Oak Pointe Equalization Pump Station and Genoa Ocoola WWTP Biosolids Handling Facility. Also included in Attachment #7 is the Notice of Award to A.Z. Shmina. We are requesting the Board award the contract to AZ Shmina and Authorize the Supervisor to sign the Notice of Award, the Notice to Proceed, and contract documents.

*Attachment 8* is the construction phase services proposal from Tetra Tech. Staff has reviewed the scope of work and has included the proposal amount in the total project cost for this project.

**Schedule Update**

Below is an update to the schedule presented in the June Board packet:

Month	Tasks
June 2014	<ul style="list-style-type: none"> <li>• Receive Construction Bids- <i>Complete</i></li> <li>• Finalize Total Project Cost- <i>Complete</i></li> </ul>
July 2014	<ul style="list-style-type: none"> <li>• Bond Sale and Award- <i>Complete</i></li> <li>• Genoa Board Authorizes Construction Contracts (contingent upon bond closing) – <i>Request Approval at July 21<sup>st</sup> Mtg</i></li> </ul>

August 2014	<ul style="list-style-type: none"> <li>• Bond Closing</li> <li>• Genoa Board Authorizes Debt Repayment Fee on Oak Pointe Wastewater O&amp;M (see note below)</li> <li>• Construction Starts</li> </ul>
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*Note: At this time we anticipate implementing the debt charge for the billing period of November 1, 2014 – January 31, 2015. These bills will be mailed in February of 2015 and will be due approximately March 15, 2015.*

**Recommended Motions**

We ask the Genoa Township Board to consider the following motions:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the First Amendment, effective July 21, 2014, to the Sewage Treatment Agreement, dated April 17, 2013, between the Genoa Oceola Sewer and Water Authority and Genoa Charter Township.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to issue the Notice of Award to Fonson, Inc., for the Genoa Township Chilson Road Force Main Improvement, Contract 12736-13005-S-1 and to authorize the Supervisor to sign the Notice of Award, the Notice to Proceed, and construction contracts.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to issue the Notice of Award to A.Z. Shmina., for the Oak Pointe Equalization Pump Station and Genoa Oceola WWTP Biosolids Handling Facility, Contract 12736-13005-S-2, and to authorize the Supervisor to sign the Notice of Award, the Notice to Proceed, and construction contracts.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Oak Pointe WWTP Equalization Pump Station and GO WWTP Biosolids Facility Construction Phase Proposal as prepared by Tetra Tech Inc., and dated July 14, 2014.

# RatingsDirect®

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## Summary:

# Genoa Charter Township, Michigan; General Obligation

### Primary Credit Analyst:

Michael S Furla, Chicago (1) 312-233-7002; michael.furla@standardandpoors.com

### Secondary Contact:

John Sauter, Chicago (1) 312-233-7027; john.sauter@standardandpoors.com

## Table Of Contents

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Rationale

Outlook

Related Criteria And Research

## Summary:

# Genoa Charter Township, Michigan; General Obligation

### Credit Profile

US\$6.0 mil cap imp bnds ( ltd tax GO) (Oak Pointe Swr Sys Proj) ser 2014 due 11/01/2038

*Long Term Rating* AA+/Stable New

Genoa Charter Twp (Dorr Road Wtr & Swr Imp Proj)

*Long Term Rating* AA+/Stable Affirmed

**Genoa Charter Twp spl assess bnds (Lake Edgewood Wtr Proj) ser 2000 dtd 05/01/2000 due 05/01/2001-2012  
2014 2016 2018 2020**

*Unenhanced Rating* AA+(SPUR)/Stable Affirmed

Many issues are enhanced by bond insurance.

## Rationale

Standard & Poor's Ratings Services assigned is 'AA+' long-term rating to Genoa Charter Township, Mich.'s series 2014 limited-tax general obligation (GO) capital improvement bonds (Oak Pointe Sewer System Project). At the same time, Standard & Poor's affirmed its 'AA+' long-term and underlying (SPUR) rating on the township's existing limited-tax GO bonds. The ratings reflect the application of our local GO criteria published Sept. 12, 2013, on RatingsDirect. The outlook is stable.

The series 2014 bonds are intended to finance improvements to the township's Oak Pointe wastewater treatment and transmission system. Bond proceeds are secured by revenue generated from the debt service charges paid by users of the township's Oak Pointe wastewater system. The township pledged its limited tax full faith and credit as additional security, if revenue from the debt service charges is not sufficient. The township is obligated to pay debt service payments as a first budgetary obligation from its general fund, and may levy additional ad valorem taxes within applicable constitutional charter and statutory tax rate limitations for any shortfalls.

The rating reflects our assessment of the following factors for the township:

- Very strong economy, with its projected per capita effective buying income at 120% of the U.S. and per capita market value of \$110,900. The township, with an estimated 2013 population of 20,288 also has access to the broad and diverse economy of the Detroit-Warren-Dearborn metropolitan statistical area (MSA).
- Continued very strong budgetary flexibility, with reserves above 125% of expenditures for the past several years and no plans to significantly spend them down. Audited fiscal 2013 available reserves (general fund plus various capital project funds available for general operations without legal payback required) were \$5 million or 127.5% of operating expenditures.
- Very strong liquidity, with total government available cash as a percent of total governmental fund expenditures and as a percent of debt service both above 1.6x. We believe the township has strong access to external liquidity.
- Adequate management conditions, in our view. With a financial management assessment (FMA) score of

"standard", which indicates that the finance department maintains adequate policies in some, but not all, key areas.

- Adequate budgetary performance, with a slight 0.8% general fund deficit in fiscal 2013 and a 0.1% deficit for total governmental funds after adjusting for one-time expenses for the Latson Road interchange project.
- Very weak debt and contingent liabilities profile, with total governmental fund debt service as a percentage of total governmental fund expenditures at 27.6%, and with net direct debt as a percentage of total governmental fund revenue at 112%. The township does not plan to issue additional debt within the next two years.

### **Very strong economy**

Genoa Charter Township's local economy is, in our opinion, very strong with per capita market value at roughly \$110,900 and projected per capita effective buying income (EBI) at 120% of the national average. According to the Bureau of Labor Statistics, Livingston County's unemployment rate was 8.1% in 2013. Unemployment levels have been steadily decreasing during the past three years, and are expected to remain below 10% at this time. Residents benefit from participation in the broad and diverse Detroit-Warren-Dearborn MSA, which we view as a credit strength.

### **Very strong budgetary flexibility**

Consistently very strong budgetary flexibility, with reserves above 125% of expenditures for the past several years and no plans to significantly spend them down. Audited fiscal 2013 available reserves (general fund plus various capital project funds available for general operations without legal payback required) were \$5 million or 127.5% of operating expenditures. Management has indicated that there are no plans at this time to significantly spend down the general fund or capital project funds, and we expect reserve levels to remain above 75%, which is a positive credit factor.

### **Very strong liquidity**

Very strong liquidity supports Genoa Charter Township's finances, with total government available cash at 165% of total government fund expenditures and at 6x debt service. Based on past issuances of debt, we believe that the issuer has strong access to capital markets to provide for liquidity needs, if necessary.

### **Adequate management conditions**

Genoa Charter Township's management conditions are adequate with "standard" financial practices under our FMA methodology, indicating the government, in our opinion, maintains adequate policies in some but not all key areas. Strengths of the assessment, in our opinion, include strong revenue and expenditure assumptions in its budgeting process, strong oversight in terms of monitoring its progress against the budget during the year, and an informal reserve target to maintain at least \$1 million in reserves, to which the township has historically adhered.

### **Adequate budgetary performance**

The township's budgetary performance is adequate in our view, with a deficit of 0.8% for the general fund and a deficit of 0.1% for the total governmental funds in fiscal 2013. Based on current year and subsequent year projections, we believe that the issuers' finances will slightly deteriorate in the near term.

### **Very weak debt and contingent liabilities**

In our opinion, Genoa Charter Township's debt and contingent liabilities profile is very weak. Total governmental fund debt service is 27.6% of total governmental funds expenditures and net direct debt is 112% of total governmental funds revenue. In 2013, Genoa Charter Township contributed 100% of its annual required pension contribution. The annual pension cost accounted for 3% of the total government expenditures in fiscal 2013. The township currently does not have any direct loans outstanding, according to management disclosures.

### **Strong institutional framework**

We consider the institutional framework score for Michigan municipalities with a population greater than 4,000 as strong. See Institutional Framework score for Michigan.

The township adopted the Principal Financial Group Money Purchase Pension plan, a defined contribution plan. The township contributed \$158,000 toward the plan in fiscal 2013. The township also participates in the Michigan Municipal Employees' Retirement System (MERS) a multiple-employer defined benefit plan. It has contributed 100% of the annual required contribution (ARC) in each of the past three years. The ARC pension cost for fiscal 2013 was less than 3% of expenditures, and we do not anticipate that these costs will increase substantially in the near term.

### **Outlook**

The stable outlook reflects our view of the township's very strong budgetary flexibility and very strong economy. We do not anticipate changing the rating during the two-year outlook period because we believe the township will maintain very strong reserve levels and continue its participation in the broad and diverse Detroit-Warren-Dearborn MSA.

### **Related Criteria And Research**

#### **Related Criteria**

USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013

#### **Related Research**

S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013

Complete ratings information is available to subscribers of RatingsDirect at [www.globalcreditportal.com](http://www.globalcreditportal.com). All ratings affected by this rating action can be found on Standard & Poor's public Web site at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.



Oak Pointe to Genoa-Oceola  
Consolidation Project  
Total Project Cost

Expense	Amount
<b>Oak Pointe Project - Upfront Costs</b>	
Tetra Tech Design	\$364,510
Tetra Tech Bidding	\$21,000
HRC Peer Review	\$7,328
Huber Technology Demonstration	\$7,500
Dykema	\$23,297
Local Attorney	\$113
Publish of Notice of Intent	\$315
Misc.	\$100
<b>Subtotal UpFront Costs</b>	<b>\$424,162</b>
<b>Construction Costs</b>	
Forcemain Contract (Fonson)	\$1,919,759
Sludge Improvement and OP Conversion (A.Z. Shima)	\$3,507,000
Change Order No. 1*	-\$150,000
Construction Engineering/Testing	\$385,000
Construction Contingency	\$258,623
<b>Subtotal Construction Costs</b>	<b>\$5,920,382</b>
<b>Bond Issuance Costs</b>	
Bond Attorney	\$30,000
Financial Consultant	\$14,333
MAC Fee	\$400
Credit Rating	\$11,000
Official Statement Printing and Mailing	\$4,500
Treasury Filing	\$1,106
Legal Publishing/Contineny	\$3,937
<b>Subtotal Bond Issuance Costs</b>	<b>\$65,276</b>
Bond Discount/Bond Insurance (1%)	\$30,000
Capitalize Interest	\$60,000
Subtotal Bond Cost	\$90,000
<b>Total Project Costs</b>	<b>\$6,499,820</b>
Less Funds on Hand	-\$500,000
<b>TOTAL PROJECT COSTS</b>	<b>\$5,999,820</b>
<b>AMOUNT OF BOND ISSUE</b>	<b>\$6,000,000</b>

\*Estimated Amount



**The PFM Group**  
Financial & Investment Advisors

305 E. Eisenhower Parkway  
Suite 112  
Ann Arbor, MI 48108

734-994-9700  
734-994-9710 fax  
www.pfm.com

ATTN:

**\$6,000,000**  
**Genoa Charter Township**  
**County of Livingston, State of Michigan**  
**Capital Improvement Bonds**  
**(Oak Pointe Sewer System Project), Series 2014**  
**(Limited Tax General Obligation)**  
**Summary of Bidding Results**

<u>Firm</u>	<u>Bid Amount</u>	<u>TIC</u>
Robert W. Baird & Co.	6,009,372.10	3.400129%
Fifth Third Securities	6,117,730.40	3.468731%
SunTrust Robinson Humphrey	6,030,007.90	3.584521%

	<b>Robert W. Baird &amp; Co. Bidder 1</b>	<b>Fifth Third Securities Bidder 2</b>	<b>SunTrust Robinson Humphrey Bidder 3</b>
<b>Bidder:</b>			
<b>Bid Price:</b>	6,009,372.10	6,117,730.40	6,030,007.90

<u>Maturity</u>	<u>Principal</u>	<u>Coupon</u>	<u>Coupon</u>	<u>Coupon</u>
11/01/16	190,000	2.00%	1.00%	2.25%
11/01/17	195,000	2.00%	1.50%	2.25%
11/01/18	205,000	2.00%	1.50%	2.25%
11/01/19	215,000	2.00%	2.00%	3.00%
11/01/20	220,000	2.00%	2.00%	3.00%
11/01/21	230,000	2.00%	2.00%	3.00%
11/01/22	240,000	3.00%	2.50%	3.00%
11/01/23	250,000	3.00%	3.00%	3.00%
11/01/24	260,000	3.00%	3.00%	3.00%
11/01/25	270,000	3.00%	3.00%	3.00%
11/01/26	280,000	3.00%	4.00%	3.00%
11/01/27	290,000	3.00%	4.00%	3.25%
11/01/28	300,000	3.00%	4.00%	3.25%
11/01/29	315,000	3.25%	4.00%	4.00%
11/01/30	325,000	3.25%	4.00%	4.00%
11/01/31	335,000	3.50%	4.00%	4.00%
11/01/32	350,000	4.00%	4.00%	4.00%
11/01/33	365,000	4.00%	4.00%	4.00%
11/01/34	375,000	4.00%	4.00%	4.00%
11/01/35	390,000	4.00%	4.00%	4.00%
11/01/36	400,000	4.00%	4.00%	4.00%

**Date of Sale: July 17, 2014**

Upcoming Calendar	Overview	Result	Excel
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**Robert W. Baird & Co., Inc. - Red Bank , NJ's Bid**  
**Genoa Chtr Twp**  
**\$6,000,000 Capital Improvement Bonds (Oak Pointe Sewer System Project), Series 2014 (Limited Tax G.O.)**



For the aggregate principal amount of \$6,000,000.00, we will pay you \$6,009,372.10, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
11/01/2016	190M	2.0000
11/01/2017	195M	2.0000
11/01/2018	205M	2.0000
11/01/2019	215M	2.0000
11/01/2020	220M	2.0000
11/01/2021	230M	2.0000
11/01/2022	240M	3.0000
11/01/2023	250M	3.0000
11/01/2024	260M	3.0000
11/01/2025	270M	3.0000
11/01/2026		
11/01/2027	570M	3.0000
11/01/2028	300M	3.0000
11/01/2029	315M	3.2500
11/01/2030	325M	3.2500
11/01/2031	335M	3.5000
11/01/2032	350M	4.0000
11/01/2033	365M	4.0000
11/01/2034	375M	4.0000
11/01/2035		
11/01/2036	790M	4.0000

Total Interest Cost: \$2,823,010.00  
 Premium: \$9,372.10  
 Net Interest Cost: \$2,813,637.90  
 TIC: 3.400129  
 Time Last Bid Received On:07/17/2014 10:14:37 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Red Bank , NJ  
 Contact: charles massaro  
 Title: director  
 Telephone:732-576-4410

Upcoming Calendar	Overview	Result	Excel
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**Fifth Third Securities, Inc. - Cincinnati , OH's Bid**  
**Genoa Chtr Twp**  
**\$6,000,000 Capital Improvement Bonds (Oak Pointe Sewer System Project), Series 2014 (Limited Tax G.O.)**



For the aggregate principal amount of \$6,000,000.00, we will pay you \$6,117,730.40, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
11/01/2016	190M	1.0000
11/01/2017	195M	1.5000
11/01/2018	205M	1.5000
11/01/2019	215M	2.0000
11/01/2020	220M	2.0000
11/01/2021	230M	2.0000
11/01/2022	240M	2.5000
11/01/2023	250M	3.0000
11/01/2024	260M	3.0000
11/01/2025	270M	3.0000
11/01/2026	280M	4.0000
11/01/2027	290M	4.0000
11/01/2028	300M	4.0000
11/01/2029		
11/01/2030	640M	4.0000
11/01/2031		
11/01/2032	685M	4.0000
11/01/2033		
11/01/2034	740M	4.0000
11/01/2035		
11/01/2036	790M	4.0000

Total Interest Cost: \$3,021,148.33  
 Premium: \$117,730.40  
 Net Interest Cost: \$2,903,417.93  
 TIC: 3.468731  
 Time Last Bid Received On:07/17/2014 10:56:44 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Fifth Third Securities, Inc., Cincinnati , OH  
 Contact: Geoff Kobayashi  
 Title:  
 Telephone:513-534-5535

Upcoming Calendar Overview Result Excel

**SunTrust Robinson Humphrey - Nashville , TN's Bid**  
**Genoa Chtr Twp**  
**\$6,000,000 Capital Improvement Bonds (Oak Pointe Sewer System Project), Series 2014 (Limited Tax G.O.)**



For the aggregate principal amount of \$6,000,000.00, we will pay you \$6,030,007.90, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
11/01/2016	190M	2.2500
11/01/2017	195M	2.2500
11/01/2018	205M	2.2500
11/01/2019	215M	3.0000
11/01/2020	220M	3.0000
11/01/2021	230M	3.0000
11/01/2022	240M	3.0000
11/01/2023		
11/01/2024	510M	3.0000
11/01/2025		
11/01/2026	550M	3.0000
11/01/2027		
11/01/2028	590M	3.2500
11/01/2029		
11/01/2030	640M	4.0000
11/01/2031		
11/01/2032	685M	4.0000
11/01/2033		
11/01/2034	740M	4.0000
11/01/2035		
11/01/2036	790M	4.0000

Total Interest Cost: \$2,994,110.83  
 Premium: \$30,007.90  
 Net Interest Cost: \$2,964,102.93  
 TIC: 3.584521  
 Time Last Bid Received On:07/17/2014 10:57:54 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: SunTrust Robinson Humphrey, Nashville , TN  
 Contact: Wayne Mayo  
 Title: Director  
 Telephone:615-748-4436



**The PFM Group**

Public Financial Management, Inc.  
 PFM Asset Management LLC  
 PFM Advisors

305 E. Eisenhower Parkway  
 Suite 112  
 Ann Arbor, MI 48108

734-994-9700  
 734-994-9710 fax  
 www.pfm.com

**GENOA TOWNSHIP  
 COUNTY OF LIVINGSTON, STATE OF MICHIGAN  
 CAPITAL IMPROVEMENT BONDS (OAK POINTE SEWER SYSTEM PROJECT), SERIES 2014**

**SUMMARY OF FINAL FIGURES**

Table	Bond Amount	Final True Interest Rate	Estimated Interest Cost	Bond Term	Estimated Balance Required for Cash Flow	Metered Customers		Quarterly Flat Rate per Unmetered Customer	Estimated Annual Cost per Customer		
						Quarterly Flat Base Charge	Excess Flow Charge (1)		Minimum Metered (2)	Typical Metered (3)	Unmetered
Postsale	\$6,000,000	3.40%	\$2,823,010	22.23 Yrs	\$25,000	\$64.00	\$1.70	\$76.00	\$256.00	\$298.01	\$304.00

Assumptions:

- (1) Rate per 1,000 gallons in excess of 10,000 gallons per quarter.
  - (2) Assumes the use of 10,000 or less gallons per quarter.
  - (3) Assumes the use of 16,178 gallons per quarter for typical metered customer.
- Above information assumes 1 REU per customer.

NW/KB  
 7/17/2014

**FINAL POST SALE ESTIMATE**

**GENOA TOWNSHIP  
COUNTY OF LIVINGSTON, STATE OF MICHIGAN  
CAPITAL IMPROVEMENT BONDS (OAK POINTE SEWER SYSTEM PROJECT), SERIES 2014  
SCHEDULE OF ESTIMATED DEBT SERVICE AND COVERAGE**

Rate Increase: 11/1/2014

Fiscal Year Beginning 1-Apr	Revenue					Year of Bond Payment	\$6,000,000		22.23 yrs.		Dated Date: 8/7/2014		Yearly Excess or (Shortfall)	Cumulative Excess or (Shortfall)
	(A) Capital Charge @ \$64.00 /qtr	(B) Excess Flow Charge \$1.70 per 1,000 gal.	(C) Flat Unm. Charge @ \$76.00 /qtr	Allow for Delinq. 30.00%	Total		Interest Due 1-May	Principal Due 1-Nov	Interest Rate	Interest Due 1-Nov	Capitalized Interst	Avg.: 399,036 Net P&I		
2013	\$0	\$0	\$0	\$0	\$0	2013	0	0	0.000%	0	0	0	0	0
2014	563,424	58,075	530,856	(\$30,707)	71,649	2014	0	0	0.000%	44,223	(44,223)	0	71,649	71,649
2015	253,696	32,300	123,424	(\$92,120)	317,301	2015	94,763	0	0.000%	94,763		189,525	127,776	199,424
2016	253,696	32,300	123,424		409,420	2016	94,763	190,000	2.000%	94,763		379,525	29,895	229,319
2017	253,696	32,300	123,424		409,420	2017	92,863	195,000	2.000%	92,863		380,725	28,695	258,014
2018	253,696	32,300	123,424		409,420	2018	90,913	205,000	2.000%	90,913		386,825	22,595	280,609
2019	253,696	32,300	123,424		409,420	2019	88,863	215,000	2.000%	88,863		392,725	16,695	297,304
2020	253,696	32,300	123,424		409,420	2020	86,713	220,000	2.000%	86,713		393,425	15,995	313,299
2021	253,696	32,300	123,424		409,420	2021	84,513	230,000	2.000%	84,513		399,025	10,395	323,694
2022	253,696	32,300	123,424		409,420	2022	82,213	240,000	3.000%	82,213		404,425	4,995	328,689
2023	253,696	32,300	123,424		409,420	2023	78,613	250,000	3.000%	78,613		407,225	2,195	330,884
2024	253,696	32,300	123,424		409,420	2024	74,863	260,000	3.000%	74,863		409,725	(305)	330,579
2025	253,696	32,300	123,424		409,420	2025	70,963	270,000	3.000%	70,963		411,925	(2,505)	328,074
2026	253,696	32,300	123,424		409,420	2026	66,913	280,000	3.000%	66,913		413,825	(4,405)	323,669
2027	253,696	32,300	123,424		409,420	2027	62,713	290,000	3.000%	62,713		415,425	(6,005)	317,664
2028	253,696	32,300	123,424		409,420	2028	58,363	300,000	3.000%	58,363		416,725	(7,305)	310,359
2029	253,696	32,300	123,424		409,420	2029	53,863	315,000	3.250%	53,863		422,725	(13,305)	297,054
2030	253,696	32,300	123,424		409,420	2030	48,744	325,000	3.250%	48,744		422,488	(13,068)	283,987
2031	253,696	32,300	123,424		409,420	2031	43,463	335,000	3.500%	43,463		421,925	(12,505)	271,482
2032	253,696	32,300	123,424		409,420	2032	37,600	350,000	4.000%	37,600		425,200	(15,780)	255,702
2033	253,696	32,300	123,424		409,420	2033	30,600	365,000	4.000%	30,600		426,200	(16,780)	238,922
2034	253,696	32,300	123,424		409,420	2034	23,300	375,000	4.000%	23,300		421,600	(12,180)	226,742
2035	253,696	32,300	123,424		409,420	2035	15,800	390,000	4.000%	15,800		421,600	(12,180)	214,562
2036	253,696	32,300	123,424		409,420	2036	8,000	400,000	4.000%	8,000		416,000	(6,580)	207,982
2037	0	0	0		0	2037	0	0	0.000%	0		0	0	207,982
	<u>\$5,644,736</u>	<u>\$718,675</u>	<u>\$2,746,184</u>	<u>(\$122,826)</u>	<u>\$8,986,769</u>		<u>\$1,389,394</u>	<u>\$6,000,000</u>		<u>\$1,433,616</u>	<u>(\$44,223)</u>	<u>\$8,778,788</u>	<u>\$207,982</u>	

\* Billings due in March, June, September and December. 2014/2015 Fiscal Year assumes one quarter of the rate increases.

NOTE: ON A CASH FLOW BASIS, THE SYSTEM WILL NEED TO USE APPROXIMATELY \$24,000 OF FUNDS ON HAND TO ENSURE AMPLE CASH FLOW.

(A) Based on total number of unmetered REUs of 991

(B) Based on estimated flow in excess of minimum of 19,000 assuming a minimum of 10,000 (in gallons)

(C) Based on total number of non-metered customers of 406

23,114

NW/KB  
7/17/2014

**ASSUMPTIONS:**

Number of Metered REUs	991
Total Annual Excess Flow (in 1,000 gallons)	19,000
Minimum flow (gallons per quarter)	10,000
Non-metered customers	406
Average yearly household use	64,713
Average quarterly household use	16,178
Non-metered average quarterly household cost	\$76.00

**FIRST AMENDMENT**

Effective as of July 21, 2014

to

**SEWAGE TREATMENT AGREEMENT**

Dated as of April 17, 2013

among

**GENOA-OCEOLA SEWER AND WATER AUTHORITY**

**and**

**GENOA CHARTER TOWNSHIP**



## FIRST AMENDMENT TO SEWAGE TREATMENT AGREEMENT

This First Amendment to the Sewage Treatment Agreement (this "First Amendment") is effective as of July 21, 2014, and is entered into among the Genoa-Oceola Sewer and Water Authority ("G-O") and Genoa Charter Township ("Township").

**WHEREAS**, the parties hereto previously entered into a Sewage Treatment Agreement regarding treatment of sanitary sewer dated as of April 17, 2013;

**WHEREAS**, the parties hereto desire to enter into this First Amendment to amend and supplement certain provisions of the Sewage Treatment Agreement; and

**WHEREAS**, the parties hereto desire this First Amendment to be effective as of the date of this First Amendment;

**NOW, THEREFORE**, by this First Amendment, the parties hereto amend the Sewage Treatment Agreement as follows:

**Section 1.1 Amendment of Article IV – Construction Bids and Contracts - of the Sewage Treatment Agreement.** Article IV of the Sewage Treatment Agreement is hereby amended effective July 21, 2014, to read as set forth below.

**Article IV – Construction Bids and Contracts.** The parties hereto agree that the project will be competitively bid. The bidding of the project will be divided into two phases as follows:

- **Division A** - Construction of the Force Main from the Oak Pointe WWTP to the Connection to the G-O WWTP existing force main in the approximate location of I-96 and Chilson Road as shown in Exhibit 1
- **Division B** – Conversion of Oak Pointe WWTP to a Pump Station and Sludge handling and process control improvements to the Genoa-Oceola System WWTP.

Genoa Township will contract with the successful low bidder on Divisions A and B.

**Section 1.2 Amendment to Article V – Handling Excess Costs and Excess Funds - of the Sewage Treatment Agreement.** Article V of the Sewage Treatment Agreement shall be deleted in its entirety and shall be null and void effective July 21, 2014.

**Section 1.3 Short Title.** This amendment shall be known as and may be designated by the short title "First Amendment."

**Section 1.4 Definitions.** All words and phrases defined in Sewage Treatment Agreement shall have the same meaning in this First Amendment, except as otherwise amended or defined in this First Amendment.

**Section 1.5 First Amendment Construed with Sewage Treatment Agreement.** All of the provisions of this First Amendment shall be deemed to be construed as part of the Sewage Treatment Agreement to the same extent as if fully set forth therein.

**Section 1.6 Sewage Treatment Agreement.** Except as amended and supplemented by this First Amendment, the Sewage Treatment Agreement shall remain in full force and effect.

**Section 1.7 Execution in Counterparts.** This First Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 1.8 Severability.** If any section, paragraph, clause or provision of this First Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this First Amendment.

**Section 1.9 Governing Law.** This First Amendment shall be construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and delivered, by their respective duly authorized officers, all as of the date specified above.

GENOA-OCEOLA SEWER AND WATER  
AUTHORITY

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

By: Lance Schuhmacher  
Secretary

GENOA CHARTER TOWNSHIP

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

By: Gary McCririe  
Its: Supervisor

**Section 1.4 Definitions.** All words and phrases defined in Sewage Treatment Agreement shall have the same meaning in this First Amendment, except as otherwise amended or defined in this First Amendment.

**Section 1.5 First Amendment Construed with Sewage Treatment Agreement.** All of the provisions of this First Amendment shall be deemed to be construed as part of the Sewage Treatment Agreement to the same extent as if fully set forth therein.

**Section 1.6 Sewage Treatment Agreement.** Except as amended and supplemented by this First Amendment, the Sewage Treatment Agreement shall remain in full force and effect.

**Section 1.7 Execution in Counterparts.** This First Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 1.8 Severability.** If any section, paragraph, clause or provision of this First Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this First Amendment.

**Section 1.9 Governing Law.** This First Amendment shall be construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and delivered, by their respective duly authorized officers, all as of the date specified above.

GENOA-OCEOLA SEWER AND WATER  
AUTHORITY

Date: 7/16/14

Lance Schuhmacher

By: Lance Schuhmacher  
Secretary

GENOA CHARTER TOWNSHIP

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

\_\_\_\_\_

By: Gary McCririe  
Its: Supervisor



July 15, 2014

Mr. Gary McCririe, Chairman  
Genoa Township  
2911 Dorr Road  
Brighton, MI 49116

**Re: Chilson Road Force Main Improvements  
Contract 12736-13005-S-1  
Recommendation of Award**

Dear Mr. McCririe:

On behalf of the Township, bids were requested from invited contractors for the Chilson Road Force Main Improvements project. The project includes the installation of a 10-inch diameter force main along the north side of Brighton Road and east side of Chilson Road from the Oak Pointe WWTP to the influent force mains along the north side of I-96. The new force main will convey the wastewater from the Oak Pointe service area to the Genoa Oceola WWTP for treatment.

The following bids were received on June 11, 2014:

<u>Contractor</u>	<u>Base Bid</u>
Fonson, Inc.	\$1,919,758.75
Davis Construction	\$2,674,033.50
E.T. MacKenzie	\$2,956,198.05

Our Engineer's Opinion of Probable Cost for the project was \$2,159,000. We have reviewed the bids and recommend the Township accept the base bid from Fonson, Inc. for \$1,919,758.75, and authorize the signing of the Agreement contingent on sale of bonds and receipt of funds. A Notice of Award is attached for the Township's execution to notify the bidder of the Township's intent to enter into a contract for the work.

Once the contract documents are fully executed, we will schedule a preconstruction meeting with Fonson, Inc., the operators, and Township staff to initiate the construction phase of the work.

We look forward to working with Fonson, Inc. and the Township in the completion of this project.

**Tetra Tech**

401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

Mr. Gary McCririe  
Chilson Road Force Main Improvements  
Contract 12736-13005-S-1 – Recommendation of Award  
July 15, 2014  
Page 2

We will be in attendance at the July 21, 2014 Board meeting to address any questions regarding the project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Markstrom".

Gary J. Markstrom, P.E.  
Vice President

copy: Greg Tatara

Attachment: Notice of Award

NOTICE OF AWARD

Dated: \_\_\_\_\_, 2014

TO: Fonson, Inc.  
(BIDDER)

ADDRESS: 7644 Whitmore Lake Road  
Brighton, MI 48116

Contract: Genoa Township  
Chilson Road Force Main Improvements

Contract No.: 12736-13005-S-1

You are notified that your Bid dated June 11, 2014, for the above Contract has been considered responsive and responsible by OWNER. You are the apparent Successful Bidder and have been awarded a Contract consisting of the installation of 10-inch HDPE force main along Brighton and Chilson Roads from the Oak Pointe WWTP to the dual 12-inch force mains on the north side of the I-96 right-of-way. The project includes connection to the existing 12-inch force mains, extension of the force main to the Oak Pointe project site for connection by others, and all necessary appurtenances, by either open trench or directionally drilled construction methods in Genoa Township.

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Unit Price Table located in Section 00400, Bid Form:

The total for all unit prices establishes your Contract Price as One million, nine hundred nineteen thousand, seven hundred fifty-eight and 75/100----- dollars (\$ 1,919,758.75).

Four (4) Copies of each of the proposed Contract Documents will be delivered within 7 days, under separate cover.

You must comply with the following conditions precedent within ten days of the date you receive this Notice of Award.

1. Deliver to the ENGINEER 4 fully executed counterparts of the Contract Documents. (Each of the Contract Documents must bear your signature on Page 6 of Section 00500, Agreement.)
2. Deliver with the executed Contract Documents the Contract security (Bonds) and ten copies of all insurance certificates as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraphs 5.01, 5.03, 5.04, 5.05 and 5.06), as amended by the Supplementary.
3. Deliver to OWNER with copy to ENGINEER an acknowledged copy of this Notice of Award.

Genoa Township  
Chilson Road Force Main Improvements  
12736-13005-S-1

00510-1

05/2014

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited. OWNER will be entitled to such other rights as may be granted by law.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Genoa Township (OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

ACKNOWLEDGEMENT OF ACCEPTANCE OF NOTICE OF AWARD

CONTRACTOR acknowledges receipt of this Notice of Award this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

cc: OWNER w/1  
CONTRACTOR w/1  
Tt (ENGINEER) w/1

END OF SECTION



July 17, 2014

Mr. Gary McCririe, Chairman  
Genoa Township  
2911 Dorr Road  
Brighton, MI 49116

**Re: Oak Pointe Equalization Pump Station and Genoa Oceola WWTP Biosolids Handling Facility  
Contract 12736-13005-S-2  
Recommendation of Award**

Dear Mr. McCririe:

On behalf of the Township, bids were requested from invited contractors for the subject project. The project includes the conversion of the Oak Pointe WWTP to an equalization pump station discharging to the Chilson Road force main and ultimately to the GO WWTP. The force main is being constructed as a separate contract. The project also includes the construction of a biosolids handling facility at the Genoa Oceola WWTP. The improvements are necessary to convey and treat the wastewater from the Oak Pointe service area at the Genoa Oceola WWTP.

The following bids were received on June 25, 2014:

<u>Contractor</u>	<u>Base Bid</u>
A.Z. Shmina	\$3,507,000
Davis Construction	\$3,591,516
Spence Brothers	\$3,917,000
Christman Constructors	\$4,640,000

Our Engineer's Opinion of Probable Cost for the project was \$2,890,000. The low bid received is over the project budget anticipated during the design phase. As such, we have discussed the alternatives available to proceed with the project with Township staff and the low bidder, A.Z. Shmina. Our discussions have focused on reducing the scope of the project by reducing the biosolids building size



Mr. Gary McCririe  
Oak Pointe Equalization Pump Station and  
Genoa Ocoola WWTP Biosolids Handling Facility  
Recommendation of Award – Contract 12736-13005-S-2  
July 17, 2014  
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and deleting some features that were included to facilitate future expansion of the facility. Based on preliminary discussions and calculations of savings from the contractor it appears that around \$130,000 to \$150,000 of savings can be achieved by reducing the building size and revising some of the features in the new structure. Any changes proposed will maintain the overall quality of the proposed facility while deferring costs to future expansions. The anticipated savings plus favorable bond ratings and available funds in the sewer system savings will bring the project within the total project budget of \$6,000,000

Therefore, we recommend the Township proceed as follows:

1. Issue the Notice of Award (attached) to A.Z. Shmina, the low bidder, for the bid amount of \$3,507,000
2. Through the contract process, negotiate a change order for the revisions referenced above. It is anticipated that the change order will be available for Township acceptance before the receipt of funds in early August.
3. Proceed with obtaining contract insurance and bonds from the contractor for execution by the Township upon receipt of funds.
4. Issue the Notice to Proceed in early August after receipt of bond funds.

Once the Notice to Proceed is issued we will schedule a preconstruction conference with the operators, staff, and contractor to initiate the work.

A.Z. Shmina was the contractor that constructed the current Genoa Ocoola WWTP in early 2000. We look forward to working with them and the Township in the completion of this project.

We will be in attendance at the July 21, 2014, Board meeting to address any questions regarding this phase of the project.

Sincerely,



Gary J. Markstrom, P.E.  
Vice President

copy: Greg Tatara

**NOTICE OF AWARD**

Dated: \_\_\_\_\_, 2014

TO: A.Z. Shmina, Inc.  
(BIDDER)

ADDRESS: 11711 Grand River  
Brighton, MI 48023

Contract: Genoa Township  
Oak Pointe Equalization Pump Station and  
Genoa-Oceola WWTP Biosolids Handling Facility

Contract No.: 12736-13005-S-2

You are notified that your Bid dated June 25, 2014, for the above Contract has been considered responsive and responsible by OWNER. You are the apparent Successful Bidder and have been awarded a Contract consisting of the existing Oak Pointe WWTP and conversion into a pump station, connecting to force main constructed by others and extended to the site, construction of a new biosolids handling facility at the Genoa-Oceola (G-O) WWTP and installation of new screw presses and construction of new plant effluent supply water line at the G-O WWTP in Genoa Township.

The Contract Price of your lump sum Contract is Three million, five hundred seven thousand and no/100 dollars (\$ 3,507,000.00).

Four (4) Copies of each of the proposed Contract Documents will be delivered within 7 days, under separate cover.

You must comply with the following conditions precedent within ten days of the date you receive this Notice of Award.

1. Deliver to the ENGINEER 4 fully executed counterparts of the Contract Documents. (Each of the Contract Documents must bear your signature on Page 6 of Section 00500, Agreement.)
2. Deliver with the executed Contract Documents the Contract security (Bonds) and ten copies of all insurance certificates as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraphs 5.01, 5.03, 5.04, 5.05 and 5.06), as amended by the Supplementary.
3. Deliver to OWNER with copy to ENGINEER an acknowledged copy of this Notice of Award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited. OWNER will be entitled to such other rights as may be granted by law.

Genoa Township  
Oak Pointe Equalization Pump Station and  
Genoa-Oceola WWTP Biosolids Handling Facility  
12736-13005-S-2

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06/2014

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Genoa Township  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

ACKNOWLEDGEMENT OF ACCEPTANCE OF NOTICE OF AWARD

CONTRACTOR acknowledges receipt of this Notice of Award this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

A.Z. Shmina, Inc.  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

cc: OWNER w/l  
CONTRACTOR w/l  
Tt (ENGINEER) w/l

END OF SECTION



July 14, 2014

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

**Re: Oak Pointe Equalization Pump Station and GO WWTP Biosolids Facility  
Construction Phase Services Proposal**

Dear Mr. McCririe:

The design and bidding phases of the referenced project will be completed with the bond sale and awarding of the two contracts. These actions are anticipated at the Board meeting on July 21, 2014. With these actions, the projects will commence the construction phase of the work. Our current scope of services concludes when the projects are awarded. Therefore, we are submitting the following proposal for construction phase services on the project:

#### **CONSTRUCTION PHASE SERVICES**

Our scope of services will generally include the following:

##### **General Engineering**

- Act as Owner's representative as provided in the General Conditions of the Construction Contract.
- Organize and attend pre-construction meetings with the Contractors and Owner to discuss the project schedule, budget, and execution of the work.
- Make visits to the site at intervals appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress of the executed work of Contractor. The goal of such visits shall be to secure completion of the work in accordance with the Contract Documents and to keep Owner informed of the progress of the work.
- Receive, log, review or take other appropriate action in respect to Shop Drawings, as that term is defined in the Construction Contract, samples, the results of tests and inspections, and other data which each Contractor is required to submit, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents.
- Issue all instructions of Owner to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as

**Tetra Tech**

401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

required; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Coordinate the services of the geotechnical subconsultant and the programming subconsultant (allowance item) to ensure compliance with the design intent.
- Prepare applications for payment and recommend payments to Contractor(s).
- Determine if the Project is substantially complete and perform an on-site review to determine if the work has been substantially completed in accordance with the Contract Documents so that Engineer may issue a certificate of substantial completion.
- Upon notification from Contractor(s) that the entire Work is complete, Engineer will make a final inspection with Owner and Contractor to determine if the work has been completed in accordance with the Contract Documents, so that upon review of Contractor(s) application for final payment, Engineer may recommend, in writing, final payment to each Contractor and may give written notice to Owner and the Contractor(s) that the work is acceptable.

#### **Resident Service During Construction**

- Furnish a Resident Project Representative for the construction period shown on the attached list of Construction Phase Assumptions (Exhibit A). The Resident Project Representative will act as directed by Engineer to assist Engineer in observing performance of the work of Contractor(s). The duties and responsibilities and the limitations on the authority of the Resident Project Representative will be as set forth in Exhibit B, attached to and made a part of this Agreement.
- Perform engineering staking of construction following customary staking standards for the type of work contemplated for the Project. See basis for scope of work for detailed description of staking to be performed.

#### **Post-Construction Phase**

- Provide assistance in connection with the initial testing, start-up, adjusting and balancing of Project equipment or systems.
- Prepare for Owner, record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, tracings and other data furnished by Contractor(s) and the Engineer's Resident Project Representative.
- Prepare for the Owner, an updated utilities-only site plan depicting the as-built locations of the underground utilities for the biosolids handling facility.
- In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

- Assemble the equipment manufacturer's Operations and Maintenance Manuals for the work of this project.

The attached Exhibit A is a list of assumptions that form the basis for this proposal. Since we have two contracts being performed together, there are some tasks which are common to both projects, which offers areas for costs savings in performing our services under this agreement.

### PROJECT SCHEDULE

The contractors were required to submit a proposed construction schedule with their bids. Based on these documents, we anticipate the following construction phase schedule:

<u>Task</u>	<u>Date</u>
Award Contract	July 21, 2014
Begin Construction	August 4, 2014
Complete Chilson Road Force Main Construction	December 19, 2014
Complete Biosolids Handling Facility Construction	June 2015
Startup	June 2015

### CONSTRUCTION PHASE COMPENSATION

We propose the following budgets for the above mentioned scope of services. The budgets are based on the list of assumptions and anticipated schedules for the work. Should any of these change, we will discuss the associated impact on this agreement.

General Engineering	\$115,000
Resident Engineering	\$250,000
Includes G2	\$16,500
Post Construction/ As Builts, O&M Manual	\$20,000
Total	\$385,000

Please review the enclosed information and if you concur with this proposal, sign in the space provided and return a copy for our files. Our standard terms and conditions are attached and considered a part of this agreement.

We appreciate the opportunity to provide continuing professional services to the Township.

Mr. Gary McCririe  
Oak Pointe Equalization Pump Station and GO WWTP Biosolids Facility  
Construction Phase Services Proposal  
July 14, 2014  
Page 4

If you have any questions please call.

Sincerely,



Gary J. Markstrom, P.E.  
Vice President

cc: Greg Tatara, Utility Director

Attachments: Exhibit A – Basis for Scope of Work  
Exhibit B – A Listing of Duties, Responsibilities and Limitations of Authority of the RPR  
Tetra Tech Standard Terms and Conditions

**PROPOSAL ACCEPTED BY GENOA TOWNSHIP:**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Genoa Township**  
**Oak Pointe Equalization Pump Station**  
**Genoa Oceola WWTP Biosolids Handling Facility**  
**Construction Phase**  
**Basis for Scope of Work**  
**July 2014**

Project	Scope of Work Assumptions
<b>Tasks Common to All Projects</b>	<ul style="list-style-type: none"> <li>• Pre-construction meeting</li> <li>• Monthly progress meetings (11 total)</li> <li>• Construction Project Management</li> <li>• Monthly pay certificates can be prepared simultaneously (11 total)</li> <li>• Project status reports will include both projects (11 total)</li> <li>• Project admin tasks</li> <li>• Engineer Office at WWTP to be base for all projects</li> </ul>
<b>Chilson Road Force Main</b> 10" force main along the eastern side of Chilson Road from Brighton Road to I-96	<ul style="list-style-type: none"> <li>• Material submittals in late July</li> <li>• Construction staking to include centerline of pipe, line and grade, at 100 foot centers only. Contractor responsible for offset stakes, should he need them.</li> <li>• Part-time RPR while pipe installed.</li> <li>• See attached RPR hours by week schedule for entire project</li> <li>• Construction duration for pipe installation of 12 weeks</li> <li>• Trench compaction testing by G2</li> <li>• Construction complete by December 19, 2014</li> <li>• Site clean-up activities and punch list in November</li> </ul>
<b>GO WWTP Biosolids Facility and Oak Pointe Equalization Pump Station</b>	<ul style="list-style-type: none"> <li>• Site clearing in September</li> <li>• Two construction staking events anticipated: One for mass grading and then one for final grade of the site. Building corners will be staked with the mass grading. Benchmark to be provided outside of grading area for contractor's use in construction</li> <li>• Material shop drawing reviews beginning in August, running through December</li> <li>• Site work and foundations in September</li> </ul>



**Genoa Township  
Oak Pointe Equalization Pump Station  
Genoa Ocoola WWTP Biosolids Handling Facility  
Construction Phase  
Basis for Scope of Work  
July 2014**

	<ul style="list-style-type: none"><li>• Full-time RPR while underground work on site is being executed</li><li>• Part-time RPR when construction activities are above grade</li><li>• Soils and concrete testing by G2</li><li>• Biosolids facility substantially complete in March 2015</li><li>• Programming (by UIS) to occur with completion in March 2015 and again in June 2015 at the OP PS</li><li>• Oak Pointe Improvements begin on site in April 2015</li><li>• Final completion and start up in June 2015</li><li>• See attached RPR hours by week schedule for entire project</li></ul>
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**Genoa Township OP EQ PS and GO Biosolids Facility  
Construction Phase Services RPR and CPM**

14-Jul-14

<u>Month</u>	<u>Weeks</u>	<b>Lead RPR</b>			<b>Const. Project Manager</b>		
		<u>FM</u> <u>hrs/wk</u>	<u>Plant</u> <u>hrs/wk</u>	<u>hours</u>	<u>FM</u> <u>hrs/wk</u>	<u>Plant</u> <u>hrs/wk</u>	<u>hours</u>
August	4	20	20	160	8	8	64
September	4	30	20	200	8	8	64
October	5	30	20	250	8	8	80
November	4	30	20	200	8	8	64
December	4	20	20	160	8	8	64
January	5		20	100		8	40
February	4		20	80		8	32
March	4		40	160		8	32
April	5		40	200		8	40
May	4		20	80		8	32
June	4		20	80		8	32
July	5		20	100		8	40
<b>Total</b>				<b>1770</b>			<b>584</b>

## EXHIBIT B

### A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

#### A. General

RPR is the ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

#### B. Duties and Responsibilities of RPR

##### 1. Schedules

Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

##### 2. Conferences and Meetings

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

##### 3. Liaison

a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

##### 4. Shop Drawings and Samples

a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
  - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of defective Work, Inspections and Tests
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents
- Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications
- Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the jobsite, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents. Obtain from CONTRACTORS and furnish ENGINEER a complete record of all project changes and maintain a marked-up set of tracings and drawings of all such changes for submittal to ENGINEER on request.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the jobsite, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of jobsite visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

## 9. Reports

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

## 10. Payment Requests

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

## 11. Certificates, Maintenance and Operation Manuals

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

## 12. Completion

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR, a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

## C. Limitations of Authority

### Resident Project Representative

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent or perform any of the work of the above.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Worker's Compensation** – as required by applicable state statute  
**Commercial General Liability** - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate  
**Automobile Liability** –\$1,000,000 combined single limit for bodily injury and property damage  
**Professional Liability (E&O)** - \$1,000,000 each claim and in the aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 7/17/14

RE: Golf Club Pavement Rehabilitation

Oceola Township has asked us to consider partnering on a Golf Club Road rehabilitation project. Attached you will find an estimate from the Livingston County Road Commission for the repaving of Golf Club from Grand River to Hughes. The Genoa portion of the complete project would be \$97,970. There is a separate estimate for the rehabilitation of the intersection of Hughes and Golf Club which is in extremely poor condition. The estimate for this repair is \$20,000.

The Crooked Lake limestone installation project and some limited crack sealing will exhaust this year's road budget. If you would like to pursue one of the options listed above a budget amendment will be necessary or we could forego some crack sealing.

No action is being sought at this time. This item is for discussion.

## Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575  
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628  
Internet Address: www.livingstonroads.org

May 21, 2014

Mr. Bill Bamber, Supervisor  
Oceola Township  
1577 N. Latson Road  
Howell, MI 48843

Re: Pavement Rehabilitation Estimates

Dear Mr. Bamber,

Per your request I have developed a estimates to rehabilitate the pavement on Golf Club Road from Grand River Avenue to Latson Road and the Golf Club and Hughes Rd Intersection.

Golf Club Rd – Grand River Avenue to Latson Rd. The road is approximately 9,700 Lft by 24ft wide. It currently carries roughly 6,000 vehicles per day. Staff recommends milling out 2.0" of the existing asphalt and repaving the road with 3.0" of new hot mix asphalt placed in two lifts. Base repair will be required in various locations to repair the heavily patched areas throughout the road. Aggregate shoulders will be placed at the new elevation of the roadway once paving is completed.

The estimate is proportioned as follows:

Genoa Twp only portion	Grand River to Twp Line	426 ft
Oceola Twp only portion	Twp Line to Shared Twp Line	6,214 ft
Genoa/Oceola 50/50 portion	Shared Twp Line portion	<u>3,063 ft</u>
		9,703 ft
Oceola Twp	79.8%	\$384,217
Genoa Twp	20.2%	<u>\$ 97,970</u>
Total Project Cost		\$485,000

Gulf Club at Hughes Road Intersection Repair – Staff recommends removing the heavily patched areas of the intersection and patching them with Hot Mix Asphalt. Followed by overlaying the intersection approximately 60ft in each direction with 2.0" of Hot Mix Asphalt. The estimated cost for this repair is \$20,000.

The above prices are based on current 2014 prices. If you have any questions regarding this estimate, please feel free to contact me.

Sincerely,

  
Jodie Tedesco, P.E.  
County Highway Engineer

John T. Dunleavy • Chairman  
Michael Craine • Managing Director

David R. Peckens • Vice Chairman  
Jodie M. Tedesco • County Highway Engineer

Stephen F. Crane • Member  
Steven J. Wasylk • Deputy Director

**RISK**

MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

June 26, 2014

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

Dear Ms. Skolarus:

Enclosed you will find a check which represents your share of the MMRMA distribution of excess net assets for 2014.

Please contact us if we can be of service to you.

Sincerely,



Craig S. Manser  
Regional Risk Manager



27750 Stansbury Suite 100  
Farmington Hills, Michigan 48334  
877-888-IBEX (4239) 248-538-0470 Fax 248-538-0471 [www.ibexagency.com](http://www.ibexagency.com)

RISK

MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

June 24, 2014

Paulette Skolarus  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

Dear Ms. Skolarus:

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority. On behalf of the MMRMA Board of Directors, I am very pleased to provide Genoa Township with the enclosed check for \$40,121. This represents your share of the distribution of excess net assets to Members, which was declared by the Board in February 2014.

This distribution is based on the most recent analysis of net asset adequacy at June 30, 2013. Please be aware this is not a guarantee of future distributions. Each year, the Board determines whether to declare a net asset distribution. This year, the total distribution to eligible Members is \$34.5 million. MMRMA's ability to declare this distribution is a direct reflection of consistently strong performance results. Factors contributing to these results include better than expected loss trends in recent years; Member responsiveness to risk control recommendations; good management practices by Members, resulting in fewer losses; and solid investment income.

However, the essential factor allowing MMRMA to distribute excess net assets is the long-term commitment of its Members. A majority of MMRMA Members enjoy over 20 years of continuous membership, and several have over 25 continuous years with the organization. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. In addition to the years of continuous membership, the calculation method considers General Fund contributions and claim loss history beyond your SIR over the past five years. The ultimate recognition goes to you – the MMRMA Members. Without your ongoing participation, such distributions would not be possible. The Board and I sincerely thank you for your loyal support of this fine organization.

Warmest regards,

Michael L. Rhyner  
Executive Director

Enclosure

MMRMA  
To: TOWNSHIP OF GENOA

Check Number: 124455  
Date: 06/23/2014

Invoice Number	Date	Description	Amount	Paid Amount
NAD	06/23/2014	DISTRIBUTION OF EXCESS NET ASSETS @ 6/30/13	\$40,121.00	\$40,121.00

TOTALS: \$40,121.00 \$40,121.00

MMRMA  
To: TOWNSHIP OF GENOA

Check Number: 124455  
Date: 06/23/2014

Invoice Number	Date	Description	Amount	Paid Amount
NAD	06/23/2014	DISTRIBUTION OF EXCESS NET ASSETS @ 6/30/13	\$40,121.00	\$40,121.00

TOTALS: \$40,121.00 \$40,121.00  
PRINTED IN U.S.A.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY

14001 MERRIMAN • LIVONIA, MI 48154

Comerica Bank, NA

072000096

124455

Pay Forty Thousand One Hundred Twenty One Dollars And 00 Cents

DATE  
Jun 23, 2014

AMOUNT  
\$40,121.00

to the Order of:

TOWNSHIP OF GENOA

*Michael J. Ryan*  
*By: Brian J. Johnson*



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈ 1 24455 ⑈ ⑆ 072000096 ⑆ 1840051724 ⑈

July 7, 2014

Michael Archinal  
Genoa Township Manager

Dear Mr. Archinal,

Just a note to thank you for assisting us in getting the well house roof replaced, and the exhaust vent painted. It blends in well with the North Shore Commons East Condos.

We will continue to cooperate with the township in keeping up the appearance of the landscaping, the drain and the driveway as I promised.

The cracks in the driveway have been filled by a professional company. Next year, we will top coat the entire driveway.

Thank you for your assistance, and the board is looking forward to working with you in the future.

  
Larry McColl,  
President