

**GENOA CHARTER ELECTION COMMISSION**  
**Special Meeting**  
**Dec. 1, 2014**  
**6:25 p.m.**

Call to Order:

Approval of Agenda:

1. Discussion of a request for changes to existing precincts and the addition of a new precinct in Genoa Township as requested by Clerk Skolarus, with a recommendation to the Township Board for approval.

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**Dec. 1, 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: Nov. 3, 2014

3. Request for approval of the recommendation from the Election Commission for the expansion of and change to the Township precincts.

**Approval of Regular Agenda:**

4. Request for a commitment to proceed with a project with the North Shore Community to upgrade the entrance at Lakewood Shores Drive at a cost of \$30,728 and Township commitment of 25% with an agreement to be drafted by Township Attorney Frank Mancuso.

5. Request to adopt 2015 Board of Review instructions for Poverty Exemption, guidelines for poverty exemption, Poverty Exemption application, and Poverty Exemption worksheet as submitted by the Assessor.

6. Request for approval of special land use, environmental impact assessment and sketch plan for a proposed 6,000 square foot baseball facility, located within an existing building at 7341 W. Grand River Avenue, Brighton, Michigan 48116, parcel #4711-13-100-006. The request is petitioned by Batter Up Batting Cages, LLC.

7. Request for approval of a proposal from Tetra Tech for the design survey phase of sidewalk installation from Sunrise Park to Hacker Road at a cost not to exceed \$18,000.

8. Consideration of an agreement for payment of tap fees with Cleary University.

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: December 1, 2014

TOWNSHIP GENERAL EXPENSES: Thru December 1, 2014	\$149,045.82
November 7, 2014 Bi Weekly Payroll	\$77,995.31
November 21, 2014 Bi Weekly Payroll	\$77,012.41
November 26, 2014 Longevity Pay	\$9,241.22
December 1, 2014 Monthly Payroll	\$11,063.32
OPERATING EXPENSES: December 1, 2014	\$533,829.44
TOTAL:	<u>\$858,187.52</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
31207	assenma	Robert Assenmacher	11/04/2014	250.00
31208	ASSENMAC	Diane G. Assenmacher	11/04/2014	250.00
31209	Bel	Vonda Belanger	11/04/2014	200.00
31210	BENNETT	Thomas Bennett	11/04/2014	200.00
31211	Bhavsar	Janice Bhavsar	11/04/2014	200.00
31212	BillelCI	Clementine Billel	11/04/2014	250.00
31213	Binder	Donald Binder	11/04/2014	250.00
31214	BODALSKI	Mary Lynn Bodalski	11/04/2014	200.00
31215	BodalskR	Richard Bodalski	11/04/2014	200.00
31216	Bowman	Chuck Bowman	11/04/2014	200.00
31217	Brender	Karen Brender	11/04/2014	200.00
31218	Brenna	Deborah Brennan	11/04/2014	250.00
31219	BRENNAN	Ann Brennan	11/04/2014	250.00
31220	BROWNT	Tara Brown	11/04/2014	250.00
31221	BURGNER	Mary Burgner	11/04/2014	275.00
31222	COLLINS	Shawn Collins	11/04/2014	200.00
31223	DavisS	Shelagh Davis	11/04/2014	25.00
31224	DENNING	Charles Denning	11/04/2014	25.00
31225	DENNINGM	Mary Denning	11/04/2014	200.00
31226	DespotW	William Despot	11/04/2014	200.00
31227	Doucette	Louis Doucette	11/04/2014	200.00
31228	DubyC	Cynthia Duby	11/04/2014	200.00
31229	FRASHEC	Cheryl Frasheski	11/04/2014	200.00
31230	FRASHEK	Kenneth Frasheski	11/04/2014	200.00
31231	Gammon	Debra Gammon	11/04/2014	250.00
31232	Gogolin	Michael Gogolin	11/04/2014	250.00
31233	Goodall	Diane Goodall	11/04/2014	250.00
31234	Grochows	Cynthia Grochowski	11/04/2014	200.00
31235	GUERR	Marie Guerriero	11/04/2014	200.00
31236	HOWARDZ	Zena Howard	11/04/2014	200.00
31237	HYSEN	Theodore Hysen	11/04/2014	225.00
31238	JANARELI	Gary Janareli	11/04/2014	426.19
31239	JETS PIZ	Jet's Pizza	11/04/2014	200.00
31240	JonesC	Constance Jones	11/04/2014	200.00
31241	KIRSCH H	Hilda Kirsch	11/04/2014	200.00
31242	Kolinsk	Miriam Kolinski	11/04/2014	200.00
31243	Kolinski	Tom Kolinski	11/04/2014	200.00
31244	Konsitzk	Konrad Konsitzke	11/04/2014	200.00
31245	Larson	Sally Larson	11/04/2014	200.00
31246	LAWRENC	Lynda Lawrence	11/04/2014	250.00
31247	Lewis	Barbara Lewis	11/04/2014	250.00
31248	Lind	Tammy Lindberg	11/04/2014	200.00
31249	Lizak	Jean Lizak	11/04/2014	200.00
31250	LIZAKSTE	Steve Lizak	11/04/2014	250.00
31251	Lollio K	Kelly Lollio	11/04/2014	200.00
31252	LORR	Mary Jo Lorr	11/04/2014	200.00
31253	Mat	Gerald Alan Matevia	11/04/2014	250.00
31254	MateviaJ	Joyce Matevia	11/04/2014	250.00
31255	McClure	Cecelia McClure	11/04/2014	200.00
31256	McGrath	Carol McGrath	11/04/2014	200.00
31257	McMahon	Janina McMahon	11/04/2014	200.00
31258	MEMMER	Larry W. Memmer	11/04/2014	200.00
31259	MORRISON	Carolyn Morrison	11/04/2014	200.00
31260	Nagy	Joseph Nagy	11/04/2014	200.00
31261	NAGYC	Catherine Nagy	11/04/2014	200.00
31262	Napper	Dawn Napper	11/04/2014	200.00
31263	OBrien	Thomas O'Brien	11/04/2014	250.00
31264	Poppy	Kathryn Poppy	11/04/2014	225.00
31265	PRATTG	Genal Pratt	11/04/2014	200.00
31266	Quattro	Terry Quattro	11/04/2014	250.00
31267	RYNICKE	Antoinette Rynicke	11/04/2014	250.00
31268	Sapienza	Kristen Renee Sapienza	11/04/2014	250.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
31269	SapienzP	Paul Sapienza Jr.	11/04/2014	250.00
31270	Saunder	John Saunders	11/04/2014	250.00
31271	Schelosk	Mary Scheloske	11/04/2014	200.00
31272	SCHELOS	Robert Scheloske	11/04/2014	200.00
31273	Sebastia	Paul Sebastian	11/04/2014	250.00
31274	SLICKER	Victoria Slicker	11/04/2014	225.00
31275	Smyth	Allen Smyth	11/04/2014	200.00
31276	SmythM	Marilynn Smyth	11/04/2014	200.00
31277	StGermaM	Marie St. Germain	11/04/2014	200.00
31278	StGerMau	Maurice St. Germain	11/04/2014	250.00
31279	SwihartE	Eva C. Swihart	11/04/2014	250.00
31280	SwihartW	William D. Swihart	11/04/2014	250.00
31281	Vettrain	John Vettraino	11/04/2014	200.00
31282	WATSON V	Victor Watson	11/04/2014	200.00
31283	WENNERBE	Virginia Wennerberg	11/04/2014	200.00
31284	Wisser	Kathleen Wisser	11/04/2014	250.00
31285	WisserJa	Jake Wisser	11/04/2014	200.00
31286	Withorn	Margaret Withorn	11/04/2014	200.00
31287	Woody	Frank Woody	11/04/2014	200.00
31288	WoodyPr	Prudence Woody	11/04/2014	200.00
31289	Absol	Absolute Pest Control	11/05/2014	135.00
31290	AT&T Fax	AT&T	11/05/2014	77.52
31291	DTE LAKE	DTE Energy	11/05/2014	1,230.83
31292	Duncan	Duncan Disposal Systems	11/05/2014	79,256.10
31293	ELECTSOU	MC&E/ELECTION SOURCE	11/05/2014	815.00
31294	ETNA SUP	Etna Supply Company	11/05/2014	300.00
31295	KERNE	Erik Kern	11/05/2014	50.00
31296	MASTER M	Master Media Supply	11/05/2014	660.43
31297	NETWORK	Network Solutions	11/05/2014	45.00
31298	Perfect	Perfect Maintenance Cleaning	11/05/2014	3,190.00
31299	TRI COUN	Tri County Supply, Inc.	11/05/2014	114.75
31301	Amer	American Video Transfer Inc	11/06/2014	1,889.00
31303	Chilson	Chilson Hills Baptist Church	11/06/2014	200.00
31304	ChurchNa	Church of the Nazarene	11/06/2014	200.00
31305	Clearwat	Clearwater Systems	11/06/2014	199.00
31306	CLEARYUN	Cleary University	11/06/2014	200.00
31307	COMM BIB	Community Bible Church	11/06/2014	200.00
31308	CONSUMER	Consumers Energy	11/06/2014	160.72
31309	CONTINEN	Continental Linen Service	11/06/2014	102.90
31310	COOPERST	Cooper's Turf Management LLC	11/06/2014	740.00
31311	Hornung	Hornung Elementary School	11/06/2014	200.00
31312	KernA	Austin Kern	11/06/2014	90.63
31313	KERNE	Erik Kern	11/06/2014	37.50
31316	MDEQNCOM	State of Michigan-MDEQ	11/06/2014	130.47
31317	OEX	Office Express Inc.	11/06/2014	122.10
31320	Three Fi	Three Fires Elementary School	11/06/2014	200.00
31321	USBANK	U. S. Bank Equipment Finance	11/06/2014	1,316.81
31322	SKOLAR P	Paulette Skolarus	11/06/2014	229.51
31323	BODALSKI	Mary Lynn Bodalski	11/07/2014	75.22
31324	Lollo K	Kelly Lollo	11/07/2014	18.75
31325	Mcclure	Cecelia McClure	11/07/2014	12.50
31326	Poppy	Kathryn Poppy	11/07/2014	18.75
31327	Sebastia	Paul Sebastian	11/07/2014	18.75
31329	CNA Sure	CNA Surety	11/12/2014	100.00
31330	COMC	Comcast	11/12/2014	323.56
31331	GORDONFO	Gordon's Food Services	11/12/2014	280.36
31332	Tetra Te	Tetra Tech Inc	11/12/2014	2,210.00
31333	ATT& IL	AT&T	11/14/2014	147.79
31334	BUS IMAG	Business Imaging Group	11/14/2014	863.41
31335	LivCTrea	Livingston County Treasurer	11/14/2014	72.00
31336	MICOM	Michigan.com	11/14/2014	805.00
31337	MROCZKA	Laura Mroczka	11/14/2014	31.79

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
31338	OEX	Office Express Inc.	11/14/2014	244.24
31339	PETTYCAS	Petty Cash	11/14/2014	152.13
31340	PFEFFER	Pfeffer, Hanniford, Palka	11/14/2014	7,750.00
31341	StateMI	State Of Michigan	11/14/2014	525.00
31342	TRI COUN	Tri County Supply, Inc.	11/14/2014	343.14
31343	BullsEye	BullsEye Telecom	11/18/2014	268.78
31344	Clearwat	Clearwater Systems	11/18/2014	78.00
31345	ETNA SUP	Etna Supply Company	11/18/2014	17,900.00
31346	FED EXPR	Federal Express Corp	11/18/2014	159.07
31347	GENOA TW	Genoa Township	11/18/2014	377.28
31348	JOHNSONR	Johnson, Rosati, Schultz & Jop	11/18/2014	490.00
31349	MAMC	Michigan Assn.Municipal Clerks	11/18/2014	100.00
31350	Mancuso	Mancuso & Cameron, P.C.	11/18/2014	5,250.00
31351	MASTER M	Master Media Supply	11/18/2014	244.68
31352	Sitnar	Susan Sitner	11/18/2014	187.24
31353	VERIZONW	Verizon Wireless	11/18/2014	228.92

**Report Total: 149,045.82**

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 10/30/2014 - 13:29

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13196	AETNA LI	Aetna Life Insurance & Annuity	11/07/2014		50.00
Check 13196 Total:					50.00
13197	EFT-Equi	Equivest Unit Annuity Lock Box	11/07/2014		605.00
Check 13197 Total:					605.00
13198	EFT-FED	EFT- Federal Payroll Tax	11/07/2014		7,966.43 4,553.82 4,553.82 1,065.00 1,065.00
Check 13198 Total:					19,204.07
13199	EFT-PENS	EFT- Payroll Pens Ln Pyts	11/07/2014		2,066.51
Check 13199 Total:					2,066.51
13200	EFT-TASC	EFT-Flex Spending	11/07/2014		1,171.09
Check 13200 Total:					1,171.09
13201	FIRST NA	First National Bank	11/07/2014		3,590.00 51,308.64

Check 13201 Total:

54,898.64

Report Total:

77,995.31



Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 11/13/2014 - 13:05

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13203	AETNA LI	Aetna Life Insurance & Annuity	11/21/2014		50.00
			Check 13203 Total:		50.00
13204	EFT-Equi	Equivest Unit Annuity Lock Box	11/21/2014		605.00
			Check 13204 Total:		605.00
13205	EFT-FED	EFT- Federal Payroll Tax	11/21/2014		7,967.35 4,496.98 4,496.98 1,051.68 1,051.68
			Check 13205 Total:		19,064.67
13206	EFT-PENS	EFT- Payroll Pens Ln Pyts	11/21/2014		2,066.51
			Check 13206 Total:		2,066.51
13207	EFT-TASC	EFT-Flex Spending	11/21/2014		1,171.09
			Check 13207 Total:		1,171.09
13208	FIRST NA	First National Bank	11/21/2014		3,590.00 50,465.14

Check 13208 Total:

54,055.14

Report Total:

77,012.41



<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>		<u>Amount</u>
12100	11/24/2014	Archinal	Michael Archinal	661.70
12101	11/24/2014	HanusCarol	Carol Hanus	461.75
12102	11/24/2014	HuntR	Robin Hunt	636.43
12103	11/24/2014	Lindberg	Tammy Lindberg	692.62
12104	11/24/2014	McCrie	Gary McCrie	409.25
12105	11/24/2014	Mroczka	Laura Mroczka	395.93
12106	11/24/2014	Rojewski	Debra Rojewski	813.50
12107	11/24/2014	Ruthig	Amy Ruthig	692.62
12108	11/24/2014	SkolarusP	Paulette Skolarus	923.50
12109	11/24/2014	Van Tassel	Adam Van Tassel	601.46
12110	11/24/2014	VanMarter	Kelly VanMarter	692.62
12111	11/24/2014	Williams	Angela Williams	461.75
Total Number of Employees: 12		Total for Payroll Check Run:		7,443.13

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 11/21/2014 - 14:41

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13210	EFT-FED	EFT- Federal Payroll Tax	12/01/2014		1,911.07 671.08 671.08 156.94 156.94
Check 13210 Total:					3,567.11
13211	EFT-PENS	EFT- Payroll Pens Ln Pyts	12/01/2014		394.21
Check 13211 Total:					394.21
13212	EFT-TASC	EFT-Flex Spending	12/01/2014		83.33
Check 13212 Total:					83.33
13213	FIRST NA	First National Bank	12/01/2014		7,018.67
Check 13213 Total:					7,018.67
Report Total:					11,063.32

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
**October 28 through November 20, 2014**

Type	Date	Num	Name	Memo	Amount
Check	10/31/2014	3012	Genoa Township		-350,000.00
Bill Pmt ↵	10/31/2014	3013	Absolute Auto Repair	Flashers, Stobe	-173.00
Bill Pmt ↵	10/31/2014	3014	Advanced Auto Parts		-109.37
Bill Pmt ↵	10/31/2014	3015	American Water Works Association	Job Post	-249.00
Bill Pmt ↵	10/31/2014	3016	Blackburn Mfg. Co.	Solvents	-283.16
Bill Pmt ↵	10/31/2014	3017	D&G Equipment, Inc.	Plow Truck	-564.66
Bill Pmt ↵	10/31/2014	3018	Grainger	Parts	-109.41
Bill Pmt ↵	10/31/2014	3019	HOWELL TRUE VALUE HARDWARE	2 WRENCEHS	-10.58
Bill Pmt ↵	10/31/2014	3020	Red Wing Shoe Store	WORK BOOTS STEVE ANDERSON	-200.00
Bill Pmt ↵	10/31/2014	3021	Spirit of Livingston	VESTS	-200.00
Bill Pmt ↵	10/31/2014	3022	USABlueBook		-1,368.49
Bill Pmt ↵	10/31/2014	3023	Victory Lane Quick Oil Change	TRUCK #7	-107.97
Bill Pmt ↵	11/06/2014	3024	Thom Publiski LLC		-750.00
Bill Pmt ↵	11/06/2014	3025	Verizon Wireless	Sept 7 to Oct 06-2014	-688.23
Bill Pmt ↵	11/06/2014	3026	Wells Fargo Financial Leasing	VOID: Fuel purchases	0.00
Bill Pmt ↵	11/07/2014	3027	WEX Bank	Fuel purchases	-3,912.41
Bill Pmt ↵	11/10/2014	3028	LOWE'S	ALL SYSTEMS	-1,138.32
Bill Pmt ↵	11/14/2014	3029	WEX Bank		-4,023.82
Bill Pmt ↵	11/18/2014	3030	American Water Works Association	Job Posting	-249.00
Bill Pmt ↵	11/18/2014	3031	Auto Zone	Blade wiring Kit	-29.99
Bill Pmt ↵	11/18/2014	3032	Belle Tire	Alex	-723.06
Bill Pmt ↵	11/18/2014	3033	Blackburn Mfg. Co.		-635.77
Bill Pmt ↵	11/18/2014	3034	Chase Card Services	All systems	-2,419.62
Bill Pmt ↵	11/18/2014	3035	Complete Battery Source, Inc.	Energy Power	-169.68
Bill Pmt ↵	11/18/2014	3036	D&G Equipment, Inc.	Filters-John Deere Tractor	-43.35
Bill Pmt ↵	11/18/2014	3037	Grainger	4 eyewear protection	-289.40
Bill Pmt ↵	11/18/2014	3038	Mancuso & Cameron	Revise Employment policies	-480.00
Bill Pmt ↵	11/18/2014	3039	PAETEC	NOV STATEMENT	-33.41
Bill Pmt ↵	11/18/2014	3040	Port City Communications, Inc.	Call Center Services	-243.85
Bill Pmt ↵	11/18/2014	3041	Red Wing Shoe Store	Safety Boots Ryan McMahon	-199.74
Bill Pmt ↵	11/18/2014	3042	Roys Autoworks	Pick up repair	-40.00
Bill Pmt ↵	11/18/2014	3043	Staples Credit Plan	CARDER CHAIR	-89.99
Bill Pmt ↵	11/18/2014	3044	SWANN'S CLOTHING STORE	WORK BOOTS- ARRON KORPELA	-185.98
Bill Pmt ↵	11/18/2014	3045	TETRA TECH, INC.	PROFESSIONAL SERVICE	-2,250.00
Bill Pmt ↵	11/18/2014	3046	Tractor Supply Co.	INVOICE # 200266897, 200267125, 30	-260.92
Bill Pmt ↵	11/18/2014	3047	Verizon	PHONE BILL	-286.57
Bill Pmt ↵	11/18/2014	3048	Victory Lane Quick Oil Change		-171.92
Bill Pmt ↵	11/18/2014	3049	Bob Maxey Ford of Howell	CUSTOMER #H24065	-3,916.58
<b>Total</b>					<b>-376,607.25</b>

## #593 LAKE EDGEWOOD W/S FUND

## Payment of Bills

October 28 through November 20, 2014

Type	Date	Num	Name	Memo	Amount
Bill Pmt ->	11/03/2014	2617	Brighton Analytical L.L.C.		-154.00
Bill Pmt ->	11/03/2014	2618	DTE Energy	LE Electricity Billings	-3,889.30
Bill Pmt ->	11/03/2014	2619	GRUNDY ACE OF HOWELL	SUPPLIES	-11.34
Bill Pmt ->	11/03/2014	2620	KEIDER PAINTING COMPANY	2740 Breckenridge, Brighton	-2,562.00
Bill Pmt ->	11/03/2014	2621	LAKESIDE SERVICE COMPANY, INC		-1,388.00
Bill Pmt ->	11/03/2014	2622	LIVINGSTON COUNTY DRAIN COMMIS	Sept 2014 charges for LCDC services	-1,695.93
Bill Pmt ->	11/03/2014	2623	M & K Jetting and Televising		-675.00
Bill Pmt ->	11/03/2014	2624	Pfeffer, Hanniford & Palka	Quarterly reimbursed shared cost	-505.51
Bill Pmt ->	11/03/2014	2625	SYNAGRO CENTRAL LLC	Liquid land App	-16,219.76
Bill Pmt ->	11/03/2014	2626	Tetra Tech Inc.	Invoice # 50840303 Project # 117-104502	-1,412.85
Bill Pmt ->	11/03/2014	2627	USA BLUE BOOK	Invoice # 465558	-181.79
Bill Pmt ->	11/03/2014	2628	Ullities Instrumentation Service Inc.	Servies at L/E through 10-14-14	-369.00
Bill Pmt ->	11/07/2014	2629	GENOA TWP DPW FUND	Reimburse shared costs	-505.51
Bill Pmt ->	11/10/2014	2630	Consumers Energy	VOID:	0.00
Bill Pmt ->	11/10/2014	2631	DTE Energy	LE Electricity Billings	-59.99
Bill Pmt ->	11/10/2014	2632	Pfeffer, Hanniford & Palka	Professional Services 6-21 to 10-31-2014	-1,700.00
Bill Pmt ->	11/11/2014	2633	Consumers Energy	Lake Edgewood	-36.28
Bill Pmt ->	11/19/2014	2634	Brighton Analytical L.L.C.		-154.00
Bill Pmt ->	11/19/2014	2635	BullsEye Telecom	11/10 - 12-09-2014	-375.09
Bill Pmt ->	11/19/2014	2636	Complete Battery Source	INVOICE # 295201br	-106.05
Bill Pmt ->	11/19/2014	2637	Cooper's Turf Management	INVOICE # 12475	-280.00
Bill Pmt ->	11/19/2014	2638	FONSON, INC.	COLLINWOODS	-1,097.15
Bill Pmt ->	11/19/2014	2639	GENOA TWP DPW FUND	MAINTENANCE/BILLING FEE NOVEMBE	-9,983.14
Bill Pmt ->	11/19/2014	2640	GRUNDY ACE OF HOWELL	SPRAY PAINT	-7.98
Bill Pmt ->	11/19/2014	2641	Hubbell, Roth & Clark, Inc	Professional Servies for period ending Oc	-1,274.72
Bill Pmt ->	11/19/2014	2642	LAKESIDE SERVICE COMPANY, INC	Maintenance on unit 307	-168.00
Bill Pmt ->	11/19/2014	2643	M & K Jetting and Televising	Cleaned man hole at water tower, Cleanet	-675.00
Bill Pmt ->	11/19/2014	2644	MISS DIG SYSTEM, INC	MISS DIG ANNUAL MEMBERSHIP FEE :	-273.80
Bill Pmt ->	11/19/2014	2645	Tetra Tech Inc.	PROJECT # 117-1045029	-449.35
Bill Pmt ->	11/20/2014	2646	KEIDER PAINTING COMPANY	2740 Breckenridge, Brighton	-2,562.00
				<b>Total</b>	<b>-48,772.54</b>

## #592 OAK POINTE WATER/SEWER FUND

## Payment of Bills

October 28 through November 20, 2014

Type	Date	Num	Name	Memo	Amount
Bill Pmt -	11/03/2014	3134	BRIGHTON ANALYTICAL, LLC	October Invoices 2014	-201.00
Bill Pmt -	11/03/2014	3135	Bullseye Telecom	003CAS 003CACC	-298.95
Bill Pmt -	11/03/2014	3136	Complete Battery Source	Invoice 293920BRI	-42.42
Bill Pmt -	11/03/2014	3137	CONSUMERS ENERGY		-4,691.22
Bill Pmt -	11/03/2014	3138	DTE ENERGY	Electric Bills	-6,733.48
Bill Pmt -	11/03/2014	3139	FONSON, INC.	repair an 8 inch watermain on Filbert Dr	-2,233.45
Bill Pmt -	11/03/2014	3141	HOWELL TRUE VALUE HARDWARE	Direct Lamp	-9.98
Bill Pmt -	11/03/2014	3142	LakeSide Service Company, Inc		-1,170.20
Bill Pmt -	11/03/2014	3143	Pfeffer, Hanniford & Palka	Oak point water and Sewer	-860.35
Bill Pmt -	11/03/2014	3144	PVS Nolwood Chemicals, Inc	454484 Aluminum Sulfate plus CM121576	-637.00
Bill Pmt -	11/03/2014	3145	SWF RESTORATION, Inc.	Cathy Gorchow 4057 Highcrest	-4,604.40
Bill Pmt -	11/03/2014	3146	Tetra Tech, Inc.	Inv. #50840304	-2,374.30
Bill Pmt -	11/03/2014	3147	Utilities Instrumentation Service		-9,583.26
Bill Pmt -	11/03/2014	3148	G/O SWATH	Disposal Cost 8-26- to 9-18-2014	-581.69
Bill Pmt -	11/07/2014	3149	GENOA TWP DPW FUND	Qtr Review 9-30-2014 reimburse DPW common cos	-860.35
Bill Pmt -	11/10/2014	3150	BRIGHTON ANALYTICAL, LLC	October Invoices 2014	-67.00
Bill Pmt -	11/10/2014	3151	DTE ENERGY	Electric Bills	-87.04
Bill Pmt -	11/10/2014	3152	Pfeffer, Hanniford & Palka	Oak point water and Sewer	-2,200.00
Bill Pmt -	11/11/2014	3153	BRIGHTON ANALYTICAL, LLC	November Invoices	-134.00
Bill Pmt -	11/11/2014	3154	CLEARWATER SYSTEMS	Nicole Goodreau 5060 Glenway Brighton	-224.94
Bill Pmt -	11/12/2014	3155	Dolores Lepak	3783 HIGHCREST OVERPAID-REFUND	-81.04
Bill Pmt -	11/17/2014	3156	U.S. POSTMASTER	Billing Oak Pte Aug-Oct 2014	-320.25
Bill Pmt -	11/18/2014	3157	AT&T	Telephone Service Nov 7 to Dec 6 2014	-70.30
Bill Pmt -	11/18/2014	3158	Complete Battery Source	INVOICE # 295201BRI	-42.42
Bill Pmt -	11/18/2014	3159	COOPERS TURF MANAGEMENT, LLC	Lawn Care at Wastwater plant and lift stations	-430.00
Bill Pmt -	11/18/2014	3160	DUBOIS COOPER ASSOCIATES INCC 5 E/ONE SIMPLEX UNIT		-18,430.00
Bill Pmt -	11/18/2014	3161	FASTENAL		-51.86
Bill Pmt -	11/18/2014	3162	GENOA TWP DPW FUND	MAINTENANCE/BILLING FEES NOVEMBER 2014	-37,717.85
Bill Pmt -	11/18/2014	3163	GRAINGER	SUPPLIES	-707.61
Bill Pmt -	11/18/2014	3164	GRUNDY ACE OF HOWELL		-25.27
Bill Pmt -	11/18/2014	3165	JGM Valve	AUMA ACTUATOR	-2,043.59
Bill Pmt -	11/18/2014	3166	LakeSide Service Company, Inc	MODINE UNIT HEATER S#3901001709414-9625	-2,265.00
Bill Pmt -	11/18/2014	3167	MISS DIG SYSTEM, INC	MISS DIG ANNUAL MEMBERSHIP FEE 2014	-821.39
Bill Pmt -	11/18/2014	3168	Northern Pump & Well	BOOSTER PUMP 2	-1,450.00
Bill Pmt -	11/18/2014	3169	NORTHWEST PIPE AND SUPPLY, INC.		-250.46
Bill Pmt -	11/18/2014	3170	PVS Nolwood Chemicals, Inc	457172 CR122187	-672.00
Bill Pmt -	11/18/2014	3171	STATE OF MICHIGAN	WSSN:02001 Oak Pointe	-1,227.99
Bill Pmt -	11/18/2014	3172	Tetra Tech, Inc.	PROJECT #117-1045028	-18.35
Bill Pmt -	11/18/2014	3173	Utilities Instrumentation Service	Invoice 530344241	-3,274.75
Bill Pmt -	11/19/2014	3175	Bullseye Telecom	003CA32	-354.49
<b>Total</b>					<b>-107,849.65</b>



**#595 PINE CREEK W/S FUND**  
**Payment of Bills**  
**October 28 through November 20, 2014**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Bill Pmt -	11/10/2014	2134	Pfeffer, Hanniford & Palka	Servies from June21-Oct 31-2014	-600.00
				<b>Total</b>	<b>-600.00</b>

## **GENOA CHARTER TOWNSHIP BOARD**

Regular Meeting  
Nov. 3, 2014.

### **MINUTES**

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. at the Genoa Township Hall. The Pledge of Allegiance was then said. The following board members were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Jim Mortensen, Linda Rowell, Jean Ledford and Todd Smith. Also present were: Township Manager Michael Archinal, Township Attorney Frank Mancuso and approximately 12 persons in the audience.

A Call to the Public was made with no response.

#### **Approval of Consent Agenda:**

Moved by Mortensen and supported by Ledford to approve the consent agenda moving item 3 to the regular meeting of the board for discussion. The motion carried unanimously.

#### **1. Payment of Bills.**

#### **2. Request to Approve Minutes: October 21, 2014**

#### **Approval of Regular Agenda:**

Moved by Skolarus and supported by Mortensen to approve for action all items listed under the regular agenda with the addition of item 3. The motion carried unanimously.

#### **3. Request for approval of re-appointments of Genoa Township Officials to boards with terms expiring Nov. 20, 2014 and Dec. 31, 2014 as recommended by Supervisor McCririe.**

Rowell – I am not on any boards and this is not by my choice. McCririe – You are on the Brownfield Development board and your term does not expire until Nov. 20, 2015. These appointments are for individuals who are currently serving on these boards and their terms expire on Nov. 20, 2014 and they have chosen to seek re-appointment.

Moved by Ledford and supported by Skolarus to approve the renewal of all appointments as requested. The motion carried as follows: Ayes – Ledford, Smith, Mortensen, Skolarus and McCririe. Nay – Rowell. Absent – Hunt.

#### **4. Second reading of proposed Noxious Weeds Ordinance.**

A call to the public was made with no response. Moved by Ledford and supported by Smith to approve the Noxious Weed Ordinance No. 141103 as requested. The motion carried as follows: Ayes – Ledford, Smith, Rowell, Skolarus and McCririe. Nay – Mortensen. Absent – Hunt.

**5. Review of special land use application, environmental impact assessment and site plan to construct a new 86-bed student housing apartment building, located on the south side of Grand River Avenue east of Grand Oaks Drive, at 3750 Cleary Drive (Parcel # 4711-05-400-062). The request is petitioned by Cleary University.**

**A. Disposition of the Special Use Permit**

Moved by Smith and supported by Ledford to approve the Special Use Permit with the following conditions:

1. Any removal of the wooded area to the south and west of the proposed site of the residential hall will require approval by Township staff.
2. This Special Use is explicit for university housing to be used as residences for students and/or faculty and is limited to 86 beds.
3. Cleary University will work with Township staff to determine if additional landscaping should be added elsewhere on the site to improve compliance with ordinance standards.
4. The HVAC system must be fully screened with finish materials similar to the façade of the building. No widow air conditioners will be allowed.

This action is compatible with the existing use of the property and neighboring properties. The motion carried unanimously.

**B. Disposition of Environmental Impact Assessment**

Moved by Ledford and supported by Rowell to approve the environmental impact assessment dated 10/16/2014 with Section I being revised to indicate 86 bends instead of 84 beds. The motion carried unanimously.

**C. Disposition of Site Plan**

Moved by Rowell and supported by Ledford to approve the site plan with the following conditions:

1. This approval applies only to the first building. In the event a second building is requested, the applicant should be aware that higher quality building materials and/or additional screening may be required.
2. Compliance with the requirements of the Township Engineer as described in their letter dated 10/22/2014 shall be achieved prior to issuance of a land use permit.
3. The applicant accepts the REU connection fees as provided in the memo from Kelly VanMarter dated 10/17/2014.
4. The conditions of the Brighton Area Fire Authority contained in their letter of 10/21/2014 shall be satisfied prior to issuance of the land use permit. The applicant is not required, but should consider improvements to the access road serving the existing south education building.
5. The HVAC system must be fully screened with finish materials similar to the façade of the building. No widow air conditioners will be allowed.

The motion carried unanimously.

**6. Request for approval of a three-year contract extension with the SPARK (Economic Development Council) of Livingston County.**

Mike Kennedy, Luke Bonner and Scott Griffith provided the board with a power point presentation on the benefits of SPARK. Moved by Smith and supported by Mortensen to

approve the execution of a three-year agreement with SPARK with the following schedule:

a. March 31, 2015: \$21,500

b. March 31, 2016: \$22,000

c. March 31, 2017: \$22,600

The motion carried unanimously.

**7. Consideration of newsletter articles to be included in the Dec. 1 tax mailing.**

It was the consensus of the board to approve the newsletter articles as submitted. No formal action was taken by the board.

**8. Request to enter into a closed session to discuss pending litigation pursuant to MCL 15.268 § 8 (e).**

Moved by Ledford and supported by Skolarus to enter into closed session at 7:15 p.m. to discuss pending litigation. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Rowell, Mortensen, Skolarus and McCririe. Nays – None. Absent – Hunt.

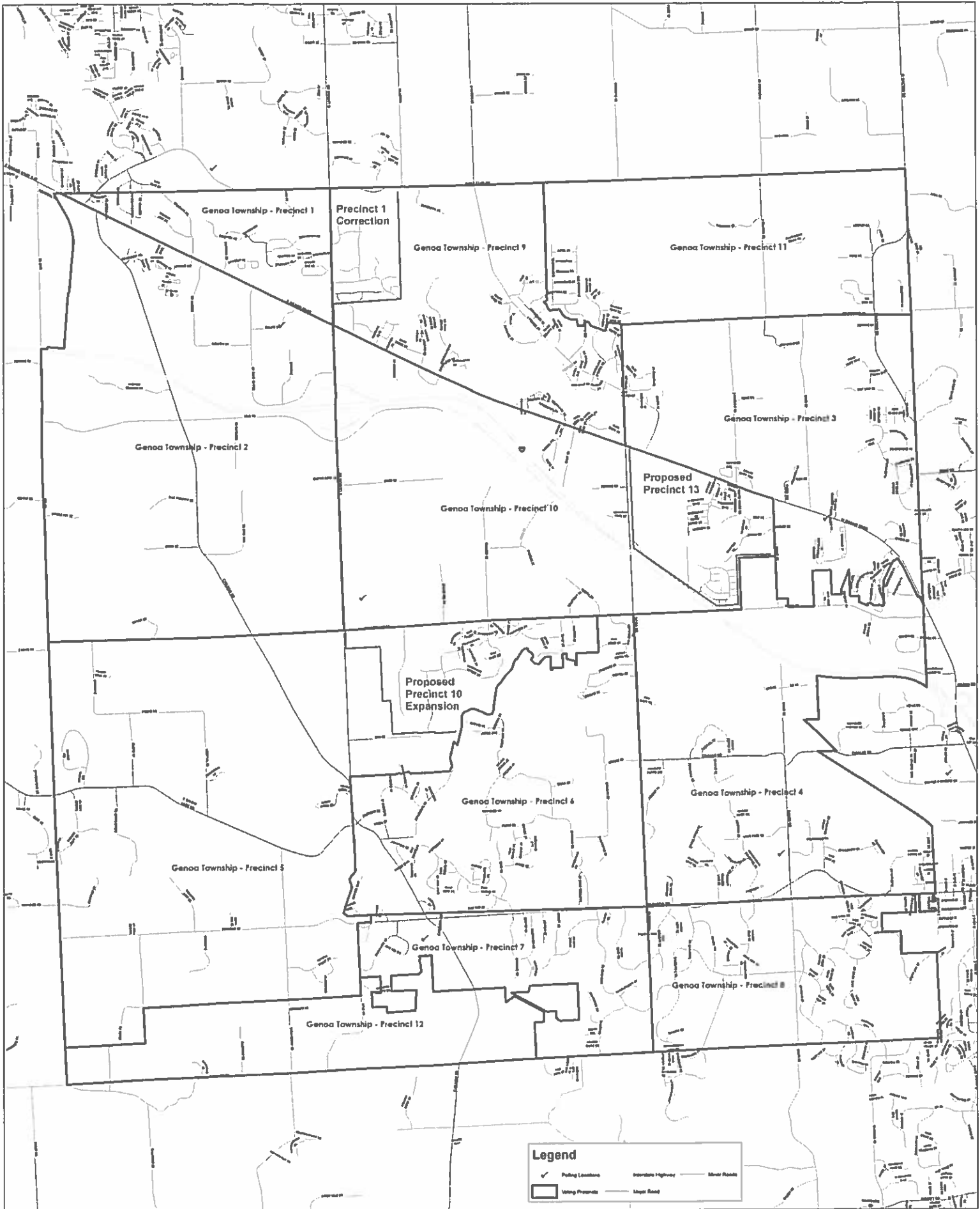
The regular meeting of the board was re-opened at 8:00 p.m. Member discussion ensued concerning the noxious weed ordinance.

The regular meeting of the board was adjourned at 8:05 p.m.



Paulette A. Skolarus, Clerk  
Genoa Charter Township Board

(Press/Argus 11/07/2014)



November 24, 2014

To: Genoa Township Board

From: Polly Skolarus

I have been conversing with the North Shore Community since the spring of 2014 concerning an upgrade to the entrance at Lakewood Shores Drive. The entrance is in very poor repair. The rest of the roads in the development are in reasonably good repair. The Board of North Shore Community is requesting support for this project from Genoa Township. Our usual procedure under Act 188 is to ask for petitions from residents for the creation of a special assessment district. The presidents of the boards at North Shore that make up this community are instead asking that a project move forward with signatures from their community boards. They are asking township financial support and are committing funds from their association fees to pay the debt. Attached are bids from D & H Asphalt Company, Asphalt Specialists, Inc. and T & M Asphalt Paving, Inc. These three bidders are in compliance with Livingston county Road Commission standards and have been approved by Jodie Tedesco.

The low bidder is D & H Asphalt Company with a bid of \$30,728.00. The township would financially support this project in the amount of \$7,682.00 ( $\$30,728 * 25\% = \$7,682.00$ ) as we do with other projects related to subdivisions with public roads. Payoff of the remaining debt would be complete in two years.

Should the board choose to approve this agreement a contract would be drafted by Township Attorney Frank Mancuso and approved by the respective boards of North Shore Community.

yourpeaceofmind.

November 19, 2014

To Whom It May Concern,

The board of North Shore Community is requesting support and commitment from Genoa Township for the asphalt replacement at the west entrance of Lakewood Shores Drive. This project is to commence in 2015. North Shore Community is requesting the following from Genoa Township:

- Genoa Township to fund the project two years at 0% interest
- Genoa Township to pay 25% of the cost associated with this project.

Respectfully,

The Board of North Shore Community

  
\_\_\_\_\_  
Greg Shevchik - The Woods President


11-19-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Larry McColl - North Shore Commons President

11-19-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin Gerkin - North Shore Village President

11-20-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dan Henderson - Hills of North Shore President

11-19-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kathleen Wolf - North Shore Commons West President

11-19-2014  
\_\_\_\_\_  
Date

North Shore Community commits to repay Genoa Township the cost associated with this project minus Genoa's 25% portion. North Shore Community will repay this amount within the two years

  
\_\_\_\_\_  
Karl Witting - Property Manager North Shore Community

11-24-14  
\_\_\_\_\_  
Date

Property. Different. Customized. Good Business. Management.

P.O. Box 2148 Howell, MI 48844 p: 517.545.3900 f: 517.552.4476 e: ypm@ypm-inc.com

# yourpeaceofmind™

November 19, 2014

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The Board of North Shore Community

  
\_\_\_\_\_  
Greg Shevchik - The Woods President


11-19-14

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Larry McCol - North Shore Commons President

11-19-14

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin Gerkin - North Shore Village President

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dan Henderson - Hills of North Shore President

11-19-14

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kathleen Wolf - North Shore Commons West President

11-19-2014

\_\_\_\_\_  
Date

*Property. Different. Customized. Good Business. Management.*

P.O. Box 2148 Howell, MI 48844 p: 517-545-3900 f: 517-552-4476 e: ypm@ypmind.com



**D & H ASPHALT COMPANY**

P.O. BOX 729  
 10063 INDUSTRIAL DR.  
 HAMBURG, MI 48139

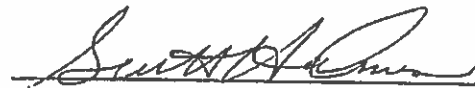
**Estimate**

Date	Estimate #
10/29/2014	58362

Name / Address
YOUR PEACE OF MIND ATTN: KARIN WHITTING PO BOX 2148 HOWELL, MI 48844

Customer Fax	Rep	Project
517-552-4476	SWH	LAKEWOOD SHORES BLVD
Description		Total
<ul style="list-style-type: none"> <li>- APPROXIMATELY 13,000 SQUARE FEET</li> <li>- PULVERIZE EXISTING ASPHALT</li> <li>- FINE GRADE AND COMPACT</li> <li>- HAUL AWAY SPOILS</li> <li>- PAVE WITH 2-1/2 INCHES COMPACTED BITUMINOUS 13A ASPHALT</li> <li>- PAVE WITH 1-1/2 INCHES COMPACTED BITUMINOUS 36A ASPHALT</li> </ul> <p>*ESTIMATE IS BASED ON 2014 SUPPLIER COSTS. 2015 SUPPLIER COSTS CURRENTLY NOT AVAILABLE.</p>		30,728.00
		<b>Total</b> \$30,728.00

Signature



Phone #	Fax #	E-mail
810-231-3501	810-231-3393	dandhasphalt@sbcglobal.net

Contract Proposal

# T & M Asphalt Paving, Inc.



AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 684-2300  
Fax (248) 685-0580

To:  
Your Peace of Mind  
4312 E. Grand River Ave.  
Howell, MI 48843

Date: Nov. 19, 2014

Karin  
O: 517-545-3900 Email Karin@ypminc.com

Project:  
North Shore Community

Items of work, specifications, quantities, and unit prices:

**Asphalt Replacement**

1. Remove asphalt full depth 4" and haul offsite.
2. Grade and compact existing base material.
3. Furnish and install 2.5 inches MDOT 13A
4. Furnish and install 1.5 inches MDOT 36A

Cost for this work: 13,250 SF..... \$ 43,640.00

**NOTES**

Work to be completed in one phase. Price includes permit fee of \$150.00 for the Livingston County Road Commission.

Undercutting of unsuitable base material, additional stone for grade, sprinkler line damage repairs, unmarked private utility damage repairs, inspection fees are not included in this quote.

Payment for work completed shall be made within 15 days of presentment of monthly requests for payment.

This is a unit price quotation, with quantities to be verified upon completion. Contract amount shall be determined by extending verified quantities at quoted unit prices, and any modification resulting from change in material prices.

This is a lump sum quotation, except for modification resulting from change in material prices.

A finance charge of 1 2% per month will be added each month on all Past due accounts, an annual rate of 18%.

ACCEPTED: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I HAVE READ & AGREE TO THE CONDITIONS ON PAGE TWO.

\_\_\_\_\_  
Duly Authorized Signature Don R. Gelemann General Manager

Accepted \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

The prices quoted above may be subject to change if not accepted within 10 days.

# Asphalt Specialists, Inc.



Asphalt Paving

Excavating

October 20, 2014

Your Peace of Mind  
Attn: Karin Witting  
4312 E. Grand River  
Howell, MI 48844  
517-545-3900/517-552-4476  
[karin@ypininc.com](mailto:karin@ypininc.com)

Re: North Shore Community – Brighton

REVISED

**Asphalt Removal & Replacement, (approx. 13,000 sq. ft.)**

1. Saw cut perimeters to insure clean straight edges.
2. Remove existing asphalt surface approx. 4" in depth hauling all spoils offsite.
3. Fine grade and compact existing aggregate base.
4. Provide and install 2.5" of MDOT #13A series asphalt material and compact.
5. Apply tack coat for adhesion.
6. Provide and install 1.5" of MDOT #36A series asphalt material and compact.
7. Clean up and remove all ASI-related debris.

**OUR LUMP SUM PRICE FOR THE ABOVE IS..... \$45,910.00**

- **Not knowing the depth of the existing asphalt we have based our price on a 4" average depth.**
- **We have not included any permits or ROW work. Everything is from property line into the property. If depths are different than what is quoted our prices are subject to change.**

**Notes & Exclusions:**

1. Except as specifically noted above, no allowance has been made for bonds, permits, testing, engineering, layout, inspections, excavation, butt joints, undercutting, traffic control/flagmen, barricades in ROW, signage, irrigation/utility repairs (including private utility lines including street lights), winterization (including blankets and additives to concrete) or landscape restoration.
2. If undercutting is required, it will be billed at \$35.00 per ton, with an exact quantity to be determined.
3. Our bid is based on completing work during the 2015 paving season in one mobilization.
4. Significant increases in asphalt and cement costs are possible over the next 2-3 months. In the event this occurs, an adjustment to our price will be made.

Sincerely,

Rick Gordon  
Asphalt Specialists, Inc.  
248-648-7520 - office  
248-334-0134 – fax  
[rgordon@asipaving.com](mailto:rgordon@asipaving.com)

# Memo

**To:** Genoa Township Board

**From:** Debra L. Rojewski 

**Date:** 11/25/2014

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

---

Manager Review: 

I would like the Genoa Township Board to adopt these guidelines for the 2015 Board of Review. The township is required to adopt guidelines that set income levels for our poverty exemption guidelines. The State of Michigan also requires that poverty exemption guidelines are established by the townships local assessing unit and we shall include an asset level test. An asset level test means the amount of cash, fixed assets or other property that could be used or converted to cash for use in payment of property taxes.

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

Please consider the following action:

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

**Approve the 2015 Instructions for poverty exemption, guidelines for poverty exemption, Poverty exemption application and Poverty exemption worksheet as submitted.**

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

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

At a regular meeting of the Board of Trustees of Genoa Charter Township, County of Livingston, State of Michigan, held on December 1, 2014, the following Resolution was moved, supported and adopted.

**RECITALS:**

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that for the 2015 tax year the Genoa Charter Township Board of Review will begin its proceedings on Tuesday, March 3, 2015;

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

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

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

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

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

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

## ATTACHMENT A

### POVERTY LEVEL GUIDELINES FOR 2015 TAX YEAR

FAMILY UNIT	HOUSEHOLD INCOME
Family of 1:	\$11,670
Family of 2:	\$15,730
Family of 3:	\$19,790
Family of 4:	\$23,850
Family of 5:	\$27,910
Family of 6:	\$31,970
Family of 7:	\$36,030
Family of 8:	\$40,090
For each additional person add:	\$ 4,060

## **POLICY FOR APPLICANTS REQUESTING CONSIDERATION FOR A POVERTY EXEMPTION**

### **IMPORTANT - PLEASE READ !**

1. All applicants must obtain the proper applications from the Assessor's Office. Handcapped or infirmed applicants may call the Assessor's Office to make necessary arrangements for assistance.
2. All applicants must be the property owners & reside therein.
  - A. Must produce a driver's license or other acceptable method of identification.
  - B. Must produce a deed, land contract, or other evidence of ownership if the Assessor requests it.
3. All applicants must fill the application form in its entirety and return it, in person, to this office, except as noted in Item 1 above.
  - A. **Must not sign until returned.**
  - B. **Application must be notarized by the Assessing Office staff.**
4. All applicants must submit **most recent** copies of the following (**this includes EVERYONE IN THE HOUSEHOLDS income**):
  - A. Federal Income Tax Return - 1040 or 1040A
  - B. State of Michigan Income Tax Return
  - C. Homestead Property Tax Claim MI-1040CR
  - D. All statements of Income (W-2's, 1099's)
  - E. 2 Months of **ALL** Bank Account Statements
  - F. 2 Months of **ALL** Credit Card Statements

NOTE: All requested tax returns must be attached upon return to the Assessing Department. Without them the Board of Review will not consider your application.

5. All applications may be filed with this office beginning February 1<sup>st</sup>. An exemption may be granted for the current year only, and may only be considered by the Board of Review. The Board of Review meets three times per year, each March, July and December.
6. Applications may be reviewed by the Board of Review without applicant being present. However, the Board may request that any or all applicants be physically present to respond to any questions they may have. This means that you could be called to appear on short notice.
7. You may have to answer questions regarding your financial affairs, health, the status of people living in your home, etc. before the Board of Review, at a meeting which is open to and may be attended by the public.

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

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

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

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

**PERSONAL DATA**

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

List all occupants of the home and their relationship:

NAME	RELATIONSHIP
_____	_____
_____	_____
_____	_____

Attach additional pages if necessary

**PROPERTY INFORMATION**

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

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

Attach additional pages if necessary

**EMPLOYMENT STATUS**

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

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



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

**INCOME**

**TOTAL ESTIMATED HOUSEHOLD INCOME DECLARATION**

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

**TOTAL PROJECTED INCOME FOR CURRENT YEAR**

\_\_\_\_\_

**ASSETS**

Cars	NO	YES ---->	Make: _____	Model: _____
Do you have a savings account?	NO	YES ---->	Balance: _____	Bank: _____
Do you own any time certificates?	NO	YES ---->	Type: _____	Value: _____
Do you own any stocks or bonds?	NO	YES ---->	Type: _____	Value: _____
401K or 457	NO	YES ---->	Type: _____	Value: _____
IRA or ROTH	NO	YES ---->	Type: _____	Value: _____
Recreational Vehicles	NO	YES ---->	Type: _____	Value: _____
Boat, Snowmobile Ect.	NO	YES ---->	Type: _____	Value: _____
Jewelry	NO	YES ---->	Type: _____	Value: _____
ART	NO	YES ---->	Type: _____	Value: _____
Life Insurance	NO	YES ---->	Type: _____	Amount: _____
Other Assets (Electronic, Coin Collection Ect.)			Type: _____	Amount: _____

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

**EXPENSE INFORMATION**

Average Monthly Expenses: \_\_\_\_\_  
House Pmt (Prin. & Interest) \_\_\_\_\_  
    Association Dues (if applicable) \_\_\_\_\_  
Equity Loan Pmt. (Prin. & Interest) \_\_\_\_\_  
Life Insurance \_\_\_\_\_  
Health Insurance \_\_\_\_\_  
Home Insurance \_\_\_\_\_  
Auto Insurance \_\_\_\_\_  
Taxes (Homestead) \_\_\_\_\_  
Taxes on other Real Estate \_\_\_\_\_  
Car Payment #1 \_\_\_\_\_ Year Make & Model \_\_\_\_\_  
Car Payment #2 \_\_\_\_\_ Year Make & Model \_\_\_\_\_  
Utilities: Electric \_\_\_\_\_  
            Gas/Oil/Heat \_\_\_\_\_  
            Telephone \_\_\_\_\_  
            Water \_\_\_\_\_  
            Cable \_\_\_\_\_  
            Cell Phone \_\_\_\_\_  
Child Care \_\_\_\_\_  
Food & Clothing \_\_\_\_\_  
Credit Card #1 \_\_\_\_\_ Balance \_\_\_\_\_  
Credit Card #2 \_\_\_\_\_ Balance \_\_\_\_\_  
Credit Card #3 \_\_\_\_\_ Balance \_\_\_\_\_  
Other Loans \_\_\_\_\_  
Medical Bills (After Insurance) \_\_\_\_\_  
Lawn Care \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

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

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

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

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

Applicant \_\_\_\_\_

Date \_\_\_\_\_

Applicant \_\_\_\_\_

Date \_\_\_\_\_

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



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

## MEMORANDUM

**TO:** Honorable Board of Trustees

**FROM:** Kelly VanMarter, Assistant Township Manager/Community Development Director

**DATE:** November 24, 2014

**RE:** Batter Up Batting Cages - Special Land Use & Sketch Plan Approval

**MANAGER'S REVIEW:** \_\_\_\_\_

I have reviewed the special land use request, sketch plan and environmental impact assessment for the batting cage facility proposed within the former English Gardens/Leppek Nursery building located at 7341 W. Grand River Avenue, Brighton. This project was recommended for approval by the Planning Commission on November 10, 2014. As requested by the Planning Commission, staff has conducted a site inspection to identify where improvements may be needed to comply with Township Ordinance. The site inspection revealed a considerable number of site violations related to the existing landscaping business (see attached photos). As part of the recommended motions listed below, I request Board consideration of a conditional approval for the special use permit. The conditions will provide for site improvements to address the most egregious of existing violations. The remaining recommendations are based on the action taken by the Planning Commission and are provided for your consideration as follows:

**Special Land Use Permit:** I recommend conditional approval of the Special Land Use permit for the Batter Up facility located at 7341 W. Grand River, Brighton. Approval is recommended because the use is consistent with the Township Ordinance and Master Plan and is compatible with the existing use of the property and the neighboring properties. The following conditions are requested in association with this approval:

- 1) To improve compliance with the approved landscape plan, two (2) canopy trees shall be planted within the Grand River greenbelt area and the cut trees (3) within the parking lot islands will be replaced.
- 2) The applicant will work with Township staff to create an action plan to address some of the on-site violations associated with the landscaping business as follows:
  - a. Remove material storage along lot lines south of the storage yard. This includes the pallets/trailer/racks east of building and the pavers/bricks along the west property line adjacent to the service drive.

### **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

- b. Remove illegal fuel storage from property (2 tanks) and return dumpster to dumpster enclosure.
- c. Clean up and remove material storage/waste items from site. Scrap metal, wheelbarrows, construction debris, pallets, and yard waste should be removed and arrangements should be made to address future handling of these items.
- d. Address mounded dirt/debris pile in northeast corner of the site. This mound appears to consist of dirt, concrete, stumps, garbage, leaves, yard waste and debris. It does a good job of screening from the adjacent office building but should be cleaned up, properly shaped, and seeded.

**Environmental Impact Assessment:** I recommend approval of the impact assessment dated 10/20/14 subject to the applicant providing a copy of a septic inspection report indicating that the existing system is in good condition and functioning properly. This report shall become part of the assessment and is requested in lieu of connection to the municipal sanitary sewer system.

**Sketch Plan:** I recommend approval with the following conditions:

- 1) An aerial photo will be used as the sketch plan for this project since the sketch that was provided is outdated.
- 2) The conditions of the Special Land Use permit shall be completed.
- 3) The conditions of the Brighton Area Fire Authority contained in their letter of 10/29/14 will be complied with.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Kelly VanHarter". The signature is written in black ink and is positioned below the word "Sincerely,".

Along West Property Line:



Diesel Fuel Tank (northwest corner of site):



Rack/Trailer storage east of building:





Mound of dirt/debris/garbage in northeast corner of the site:



2012 - Bing Maps





Genoa Business Park Dr

Har

50 feet 10 m

© 2014 Microsoft Corporation Pictometry Bird's Eye © 2012 MDA Geospatial Services Inc.



**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
NOVEMBER 10, 2014  
6:30 P.M.  
MINUTES**

CALL TO ORDER: The meeting of the Genoa Township Planning Commission was called to order 6:30 p.m. Present were James Mortensen, Barbara Figurski, Chairman Doug Brown, Eric Rauch, Chris Grajek and John McManus. Also present was Kelly VanMarter, Township Community Development Director; Brian of Borden of LSL.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

APPROVAL OF AGENDA: John McManus moved to approve the agenda as amended to remove item #2. The motion was supported by Barbara Figurski. **Motion carried unanimously.**

CALL TO THE PUBLIC: A call to the public was made with no response.

**OPEN PUBLIC HEARING #1...** Review of a sketch plan, special use, and environmental impact assessment for a proposed 6,000 sq ft baseball facility, located within an existing building at 7341 W. Grand River Avenue, Brighton, Michigan 48116, parcel # 4711-13-100-006. The request is petitioned by Batter Up Batting Cages, LLC.

Abby Cooper addressed the Planning Commission on behalf of the petitioner. It is proposed that the batting cages operate in the 6,000 square foot retail center which was vacated in February by English Gardens. She explained what the batting cages consist of. The building will be rented for one to two hours on a team basis. The busy season will be November through March. They've met with Piet Lindhout and the fire officials.

The cages will go up and come down seasonally. There are no construction changes that need to be made to the building. This will not be a franchise.

Brian Borden indicated if there's a change in use, the petitioner will have to go through the Zoning process. If the rest of the property converts to another use, they will have to go through the process for that, as well. He feels that the petitioner has addressed the questions outlined in his letter. He believes this plan fits well within the general commercial classification. The standards specific to indoor recreational facilities have been met. The plan lacks a lot of detail since it's 16-years old. Therefore, he has not been able to accurately assess whether the property needs to be brought up to current standards under the ordinance. There is an allowance for parking reduction because the two businesses would have differing peak hours.

Ms. Cooper indicated they do have a proposed sign, but it has not yet been installed. The rendering that was submitted is the design they are proposing. The signs will be changed as is appropriate depending on the season. The appropriate permits will be sought. The pole sign may be altered, as well.

There is currently a waste receptacle on the site. It is used by Leppek's. The lighting on the site is as approved in '98. The peak times would not be overlapping. It is unknown how exactly it will play out. The petitioner believes there will be more than enough parking.

The zoning ordinance has three separate scenarios for change of use permitting. Those were explained by Brian Borden.

The petitioner explained that materials are often stored in piles in the back of the yard on the property. There is a concrete pile, building materials pile, natural materials pile (leaves, trees, etc.); and dirt pile. When the piles begin to get high, arrangements are made for retrieval of the materials.

The fire department letter was discussed. The petitioner will do what is necessary to comply. There are no underground storage tanks. The engineers requested that the petitioner hook up to the sewer and water. There are currently two wells, and two septic tanks with corresponding fields. Mr. Rauch suggested the petitioner have the septic field that isn't used inspected due to age and non-use. The petitioner indicated there has been some use. Mr. Grajek suggested both fields be inspected since they are asking the Township to forego the requirement that they hook into sewer and water.

Kelly VanMarter questioned if snow removal will be performed to allow access to the dumpster in the winter. The petitioner will maintain access to the dumpster in the rear of the site.

Mr. Grajek inquired as to whether the petitioner could be required to provide a better drawing and allow Township Staff to review that.

No member of the public was present to address the Planning Commission.

**Planning Commission disposition of petition**

- A. Recommendation of Special Use.
- B. Recommendation of Environmental Impact Assessment. (10-20-14)
- C. Recommendation of Sketch Plan. (10-20-14)

**Motion** by James Mortensen to recommend to the Township Board approval of the special use permit for three batting cages to be located inside the existing permanent retail store at Leppek Nursery subject to:

1. This permit will allow three batting cages to be used in the retail facility for the months of October through April;

2. The site plan is the aerial photograph and will be confirmed by Township Staff as to compliance with such areas as lighting, landscaping and dumpsters as it relates to the Batter Up facility;
3. This recommendation is made because the proposed use is consistent with the existing zoning, it meets conditions 19.03 of the ordinance and is consistent with surrounding uses.

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

**Motion** by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment dated 10/20/14, subject to septic inspection but hook up to the water and sewer is not required and subject to approval of special use permit and site plan approval. Support by Chris Grajek. **Motion carried unanimously.**

**Motion** by James Mortensen to recommend to the Township Board acceptance of the aerial photo reviewed by the Planning Commission this evening as the site plan for Batter Up Batting Cages on the Leppek Landscaping site subject to:

1. Confirmation by Township Staff that the building to be modified conforms in other respects to the ordinance in such areas as lighting, landscaping, etc;
2. The Planning Commission recommends against requiring the site to hook up to the public water and sewer. However, the two septic systems on the site must be inspected and accepted by the Livingston County Health Department prior to the issuance of a land use permit;
3. The proposed signage must conform to the Township ordinance;
4. The requirements of the Brighton Area Fire Department letter of 10/29/14 will be complied with;
5. This recommendation is contingent upon the special use permit and the environmental impact assessments recommended by the Planning Commission this evening approved by the Township Board.

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

**OPEN PUBLIC HEARING #2...** Review of a site plan, environmental impact assessment, rezoning, and planned unit development amendment for a proposed 3,848 sq ft Red Olive Restaurant, located at 3838 E. Grand River Avenue, Howell, Michigan 48443, parcel # 4711-05-400-025. The request is petitioned by PKJJ, LLC.

**Planning Commission disposition of petition**

- A. Recommendation regarding Rezoning from RCD to NR-PUD.
- B. Recommendation regarding PUD Agreement.
- C. Recommendation of Environmental Impact Assessment.
- D. Recommendation of Site Plan.

**Motion** by Barbara Figurski to table this item to the December 8, 2014 meeting as requested by the petitioner. Support by Chris Grajek. **Motion carried unanimously.**



**GENOA CHARTER TOWNSHIP APPLICATION**  
**Sketch Plan Review**

**TO THE GENOA TOWNSHIP PLANNING COMMISSION:**

APPLICANT NAME & ADDRESS: Batter-Up Batting Cages, LLC / Abby Cooper  
*If applicant is not the owner, a letter of Authorization from Property Owner is needed.*

OWNER'S NAME & ADDRESS: Wendy Leppke

SITE ADDRESS: 7341 W. Grand River PARCEL #(s): 4711-13-100-006

APPLICANT PHONE: (810) 227-3103 W 248 425-2917 C OWNER PHONE: (810) 227-2566

LOCATION AND BRIEF DESCRIPTION OF SITE: Leppke's Property on Grand River between Euler and Bendix roads.

BRIEF STATEMENT OF PROPOSED USE: Baseball training facility.

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: None. Tenant shall occupy the currently vacant 6,000 s.f. retail building without modification.

**I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

BY: [Signature] Abby Cooper on behalf of Batter Up Batting Cages, LLC and Wendy Leppke (her attorney)  
ADDRESS: 7341 W. Grand River

**Contact Information** - Review Letters and Correspondence shall be forwarded to the following:  
1.) Abby Cooper of Batter Up at abby@cr-law.biz  
Kory Leppke of Batting Cages, LLC at kleppke97@yahoo.com  
Name Business Affiliation Email Address

**FEE EXCEEDANCE AGREEMENT**  
All sketch plans are allocated one (1) consultant review and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.  
SIGNATURE: [Signature] DATE: 10/17/14  
PRINT NAME: Abby H. Cooper PHONE: 810-227-3103



## REQUIRED SKETCH PLAN CONTENTS

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

<u>SUBMITTED</u>	<u>NOT APPLICABLE</u>	<u>ITEM</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Application form and fee:</b> A completed application form and payment of a <u>\$1,200.00</u> non-refundable application fee. <span style="float: right;"><i>\$1,700.00</i></span>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Scale:</b> The sketch plan should be drawn at an engineers scale
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Proof of ownership.</b> <i>See attached deed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Legal description of the property.</b> <i>See attached deed and drawing.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Property lines.</b> <i>See attached deed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Existing and proposed buildings and parking lots with dimensions and setbacks.</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Existing and proposed parking calculations.</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Existing and proposed driveways.</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Existing and proposed signs.</b> <i>Batter up will put a panel on the existing pole sign and replace Leppel sign on Retail Building. See attached design.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Existing and proposed landscaping illustrated on a plan and described in a plant list.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Layout of proposed changes to utilities.</b> <i>None.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Any proposed changes to grading, lighting, dumpsters, protected or landmark trees.</b> <i>None.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Architectural perspective or elevations of proposed changes to buildings.</b> <i>None.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Any other items requested by Township staff or the Planning Commission to assist in the review.</b> <i>Impact Assessment.</i>

Revised 07-24-2013, kasp



# GENOA CHARTER TOWNSHIP Special Land Use Application

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

APPLICANT NAME & ADDRESS: Batte-Up Batting cages, LLC / Abby Cooper  
*Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.*

APPLICANT PHONE: (248) 425-2997 cell EMAIL: abby@crlaw.biz

OWNER NAME & ADDRESS: Wendy Leppek

SITE ADDRESS: 7341 W. Grand River PARCEL #(s): 4711-13-100-006

OWNER PHONE: (810) 227-2566 EMAIL: Same

Location and brief description of site and surroundings:

Batter Up will be occupying the former English Gardens building on the Leppek Landscapes property (6,000 s.f. retail building also formerly occupied by Leppek Nursery + Garden Center) on Grand River between Euler and Bendix roads.

Proposed Use:

Baseball training facility.

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

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

The <sup>current</sup> property use and zoning is the same as the master plan's future land use (general commercial). It is permitted and planned for both now and into the future.

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

The area currently houses a variety of retail, service, and recreational uses including co-tenant + Leppek Landscapes and neighboring indoor recreational facilities Rollerama + 242. Across the street is a party-time rental. other varieties of use include medical, housing retail, car rental, and insurance, as intended for this GCO District.

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

All are currently in place and have served prior occupants, and existing occupants of the property well.

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

No.

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

7.02.02(s) requires that the building not be within 100 feet of any residential district/USE and that all activities for the proposed use be done indoors. Both are met with the indoor planned use + location of the facility - fronting Grand River on 7+ acre parcel in G.C.D.

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

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

BY: Wendy Leppke

ADDRESS: 7341 W. Grand River, Brighton MI 48114

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

Abby Cooper of Batter Up Batting Cages at abby@crlaw.biz  
Name Kory Leppke Business Affiliation LLC Email kleppke97@yahoo.com

**FEE EXCEEDANCE AGREEMENT**

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: [Signature] DATE: 10/17/14

PRINT NAME: Abby Cooper PHONE: 810-227-3103



November 4, 2014

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly VanMarter, AICP Assistant Township Manager/Community Development Director
<b>Subject:</b>	Batter Up Batting Cages – Special Land Use and Site Plan Review #1
<b>Location:</b>	7341 West Grand River – north side of Grand River, between Euler and Bendix
<b>Zoning:</b>	GCD General Commercial District

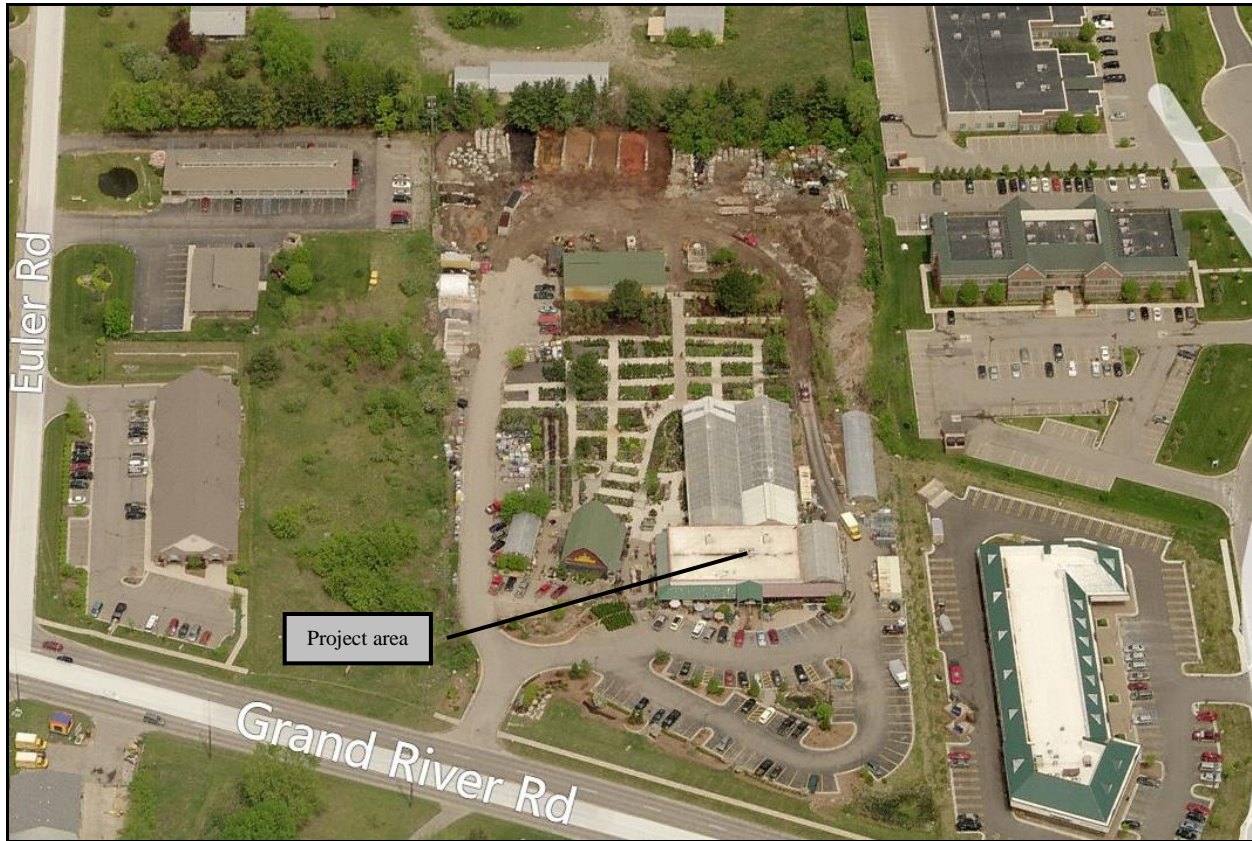
Dear Commissioners:

At the Township’s request, we have reviewed the site plan (most recently dated 8/14/1998; with hand written date 10/20/2014) requesting special land use approval for a new batting cage facility within an existing building.

The site contains several buildings and outdoor storage areas, while the proposed use will be within the 6,000 square foot building noted as the “store” within the Lepek Landscaping property. The site is zoned GCD, while surrounding zoning designations include OSD, NR-PUD, MHPD and IND. We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance and Master Plan.

**A. Summary**

1. The special land use standards of Article 19 are generally met, although any issues raised by the Township Engineer or Brighton Area Fire Department must be addressed and/or properly mitigated.
2. The specific use standards for an indoor recreational facility are met.
3. The quality of the site plan is rather poor with a lack of details necessary for a thorough site plan review.
4. The proposed use will occupy only a portion of the site and it is unclear what will occur with the remainder of the site.
5. Existing parking is adequate for the proposed use; however, issues could arise depending on what is to occur with the remainder of the site.
6. The Township may wish to request additional details to determine whether site improvements are warranted for elements such as landscaping, waste receptacles and lighting.
7. Details are needed for the proposed signage.



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

## **B. Proposal**

The applicant requests special land use and site plan review/approval for a new indoor batting cage facility within an existing building. Indoor recreation is allowed in the GCD with special land use approval. Such uses are also subject to the requirements of Section 7.02.02(s).

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

Section 19.03 of the Zoning Ordinance identifies the following review criteria for Special Land Uses:

- 1. Master Plan.** The Township Master Plan and Future Land Use map identify the site as General Commercial, which is intended for “business which serve the requirements of the community at large including Genoa Township, Howell, Brighton, and pass-by traffic along Grand River Avenue.”

Given this description, the proposed use is consistent with the Master Plan.

- 2. Compatibility.** This area of the Township contains a variety of uses, including public, office, commercial and industrial. There is also another indoor recreational facility west of the site. The inclusion of another indoor recreational facility is generally consistent with the established uses in this area.
- 3. Public Facilities and Services.** Given the developed nature of the area and access off of the main roadway through the Township, we anticipate that necessary facilities and services are in place for the proposed development. However, we defer to the Township Engineer and Brighton Area Fire Department for specific comments under this criterion.

4. **Impacts.** Given the nature of existing and planned uses for the area, the proposal is not expected to create any adverse impacts on 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. Any comments provided from an engineering or public safety perspective should be addressed as part of this criterion.

#### **D. Specific Use Requirements**

Indoor recreational uses in the GCD are subject to the requirements of Section 7.02.02(s) as follows:

1. **The principal and accessory buildings and structures shall not be located within one-hundred (100) feet of any residential district or permitted use.**

The existing building proposed to house the indoor recreation facility complies with this standard.

2. **All uses shall be conducted completely within a fully enclosed building.**

As described in the submittal, the proposed batting cage facility will take place entirely within the existing 6,000 square foot building.

#### **E. Site Plan Review**

1. **General Comments.** The submittal is a reproduction of a plan that originally dates back to 1997, with numerous revisions in the time since (many of which are hand drawn). The quality of the plan is relatively poor and it is lacking in details for common site plan review elements, such as parking, lighting and landscaping.

The request for a new special land use on a previously developed site provides the Township with an opportunity to require site improvements that would bring the property into or closer to compliance with current standards. Based on the quality of the plan, it is difficult to determine where deficiencies may exist and where improvements or upgrades may be warranted.

Additionally, it is unclear what impact (if any) the proposal has on the remainder of the site. Specifically, there are several other buildings and outdoor areas with no indication of what will occur in those spaces – will they remain in use, be demolished or are other uses/businesses are expected to occupy those areas?

2. **Dimensional Requirements.** There are no external site or building modifications proposed at this time.
3. **Building Materials and Design.** As noted above, no exterior building modifications are proposed at this time.
4. **Parking and Vehicular Circulation.** The Ordinance does not contain a parking requirement specific to this type of use. There are separate requirements for indoor and outdoor recreation, with a specific mention of batting cages under outdoor recreation.

Use of the indoor requirement results in the need for 26 spaces, while the outdoor standard requires only 6 spaces.

The Impact Assessment notes that expected usage will be up to 18 people at a time, with the potential for some overlap near the end of one session and the beginning of another. The Assessment states there are 74 existing parking spaces, which should be more than adequate for the proposed use.


However, parking could become an issue depending on what is to occur (if anything) with the remainder of the site (see questions posed under item #1 above).

5. **Pedestrian and Vehicular Circulation.** There are no modifications proposed to pedestrian or vehicular circulation.
6. **Loading.** Section 14.08 requires loading spaces “for each use involving the receipt or distribution of goods.” Given the nature of the proposed use, we do not feel a loading space is necessary for that particular business.
7. **Landscaping.** The site plan does not identify existing or proposed landscaping. The Township may wish to address any deficiencies as part of this review process.
8. **Waste Receptacle and Enclosure.** The site plan includes an enclosure detail, but we are unable to identify the waste receptacle location on the site plan itself or determine whether it complies with current standards. The Township may wish to address any inconsistencies with current standards as part of this review process.
9. **Exterior Lighting.** The site plan appears to identify existing light poles in the front parking lot area; however, no details are provided. Similar to the statements above, the Township may wish to address any inconsistencies with current lighting standards as part of this review process.
10. **Signs.** The submittal includes a photo rendering of a proposed wall sign above the building entrance; however, no details are provided. The site also contains an existing ground sign in the front yard with no indication of whether that sign is to remain or be modified. Details of proposed signage must be provided and the applicant must obtain a sign permit prior to installation of any new signage.
11. **Impact Assessment.** The submittal includes an Impact Assessment (dated 10/20/14). In summary, the Assessment notes that the 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@lsplanning.com](mailto:borden@lsplanning.com).

Sincerely,

**LSL PLANNING, INC.**



Brian V. Borden, AICP  
Senior Planner



October 31, 2014

Ms. Kelly Van Marter  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Batter Up Batting Cages - Sketch Plan Review**

Dear Ms. Van Marter:

We have reviewed the sketch plan submittal from Batter Up Batting Cages LLC, dated October 20, 2014. The petitioner is proposing to establish an indoor baseball/softball training facility inside the former English Gardens, a 6,000 sft retail space located at 7341 W. Grand River Avenue. There are no planned changes to the site grading, drainage or sewer and water service for this property. The petitioner has also filed a special land use application to allow for the athletic training facility to be permitted in the currently zoned GCD (General Commercial District). Tetra Tech has reviewed the documents and offers the following comments for consideration by the planning commission:

**SUMMARY**

1. The site has municipal water and sanitary sewer leads on the southeast side of the drive. These should be extended to the building and applicable connection fees collected as a condition of site plan approval. Site plan submitted is from 1999 with hand-drawn additions, which pre-dates the installation of public water and sewer.

The Township Utilities Department indicated that the building is not connected, or if so, is not in the utility billing system. Given the utilities are within 200 feet of the building, the Township can mandate connection to the sanitary sewer system. The public utility connections should be a condition to approving the site plan application. The special use permit application does not conflict with the surrounding area. The petitioner should revise the site plan to indicate the utility connections and resubmit the site plan prior to Township Board approval.

Please call if you have any questions.

Sincerely,

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

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

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

Joseph C. Siwek, P.E.  
Project Engineer

copy: Abby Cooper, Cooper Riesterer, PLC

**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)





# BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.  
Brighton, MI 48116  
o: 810-229-6640 f: 810-229-1619

October 29, 2014

Kelly VanMarter  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Batter Up Baseball  
7341 W. Grand River  
Site Plan Review

Dear Kelly:

The Brighton Area Fire Authority has reviewed the above mentioned site plan. The plans were received for review on October 20, 2014 and the drawings are dated September 15, 1997 with latest revisions dated January 17, 2008. The project is based on an existing 6,000 square foot building that is currently vacant, but designed for mercantile use. The plan review is based on the requirements of the International Fire Code (IFC) 2012 edition.

\*\*\*The building requires a change of use from a mercantile to assembly occupancy. The Brighton Area Fire Authority has met with the applicant regarding the intended use of the space and held informal discussion regarding fire code concerns and site requirements that may arise with the change of use. Regarding the building code requirements, the applicant has been directed to their design professional and the building official regarding the change of use and building renovation. The change of use has the potential to significantly affect the site plan requirements.

1. The requirement for a fire protection lead will be determined following the change of use and occupant load determination.
2. All construction required for the change of use will require plan submittal and permit. Future project submittals shall include the address and street name of the project in the title block.  
**IFC 105.4.2**
3. The building shall include the building address on the building. The address shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.  
**IFC 505.1**
4. The location of a key box (Knox Box) shall be indicated on future submittals. The Knox box will be located adjacent to the front door of the structure.  
**IFC 506.1**
5. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor.

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

Cordially,



*October 29, 2014*

*Page 2*

*Batter Up*

*7341 W. Grand River*

*Site Plan Review*

A handwritten signature in black ink, appearing to read "RB" with a stylized flourish.

Capt. Rick Boisvert  
Fire Inspector



Catherine A. Riesterer  
cathy@crlaw.biz

Abby H. Cooper  
abby@crlaw.biz

Briar Siljander  
briar@crlaw.biz

October 20, 2014

### IMPACT ASSESSMENT FOR BATTER UP BATTING CAGES, LLC

1. **Preparers:** Abby Cooper, attorney for property owner Wendy Leppek, current property tenant Leppek Landscapes, LLC, and member/attorney for Batter Up Batting Cages. Kory Leppek, owner of Leppek Landscapes and Batter Up Batting Cages, LLC.
2. **Location:** The project site is 7341 W. Grand River, Brighton. The proposed new use will be located in the 6,000 square foot retail building on the Leppek Landscape site, next to the red barn. See attached photos and aerial photograph (excerpts from March 2013 appraisal done on the property).
3. **Impact on Natural Features:** None. There will be no changes to the building or site.
4. **Impact on Stormwater Management.** None. There will be no changes to the building or site.
5. **Impact on Surrounding Land Uses.** The proposed use of the building is indoor recreation (baseball and softball training). This use is consistent with the development of the surrounding area that currently includes three other indoor recreational facilities as close neighbors (242 Community Church, Rollerama, and The Well). There are no proposed changes to the building that will create air pollution that would negatively impact adjacent properties. There will be no exterior changes done to the existing building. The light and noise produced by the proposed use will be consistent with typical commercial operations and less than the former use of the existing building. Exterior lighting remains the same as it has been. Parking remains the same, and will continue to be a less dense use than the former retail facility. There will no substances other than exhaust air from bathroom fans and recreation space into the atmosphere. All site lighting will be directed towards the interior of the site as it exists currently. The proposed change of use will not create a significant amount of waste. There are no compliance concerns with any of the standards listed in Zoning Ordinance sect. 13.05 (smoke, airborne solids, odor, gases, vibration, noise, glare, underground storage tanks, hazardous materials).

Expected business hours will be from 9:00 AM to 9:00 PM, with peak use hours from 3:00 PM to 9:00 PM, seven days a week. The busy season for this use is November through March when it is too cold to play baseball outside.

6. **Impact on Public Facilities and Services.** There will be approximately 2 employees on site at peak hours and 1 during non-peak hours. There will be 3 batting/pitching cages, and a small

October 20, 2014

Page 2

sales area for informational purpose. We anticipate groups of 3 at each batting cage, which would total 18 patrons using the facility at a time. There will be an arrival and departure overlap that will occupy a portion of the parking lot which has 74 spaces. An estimated amount of 25% of the parking will be used at a given time. There will be no impact on public schools, other than improving the athletic ability of children in their baseball and softball programs during the off season. Fire trucks, police and ambulance will have access to the site. The impacts are within the standards expected for commercial zoned property in the area.

7. **Impact on Public Utilities.** None. There will be no changes to the building or site which utilizes on-site well and public sewer.
8. **Storage and Handling of Hazardous Materials.** None.
9. **Traffic Impact Study.** Grand River Avenue provides all access to the existing building and no access changes are proposed.

The change in use from retail sales to recreational baseball/softball training will be a reduction in traffic on the site from historical use and numbers. Traffic count data predicts that 2.22 trips are generated per batting cage. The proposed 3 cages will produce 13.32 trips during peak usage. The former use of the retail space as a garden center (English Gardens) generated 3.80 trips per 1,000 sq ft. The 6,000 sq ft retail store previously generated 22.80 trips during peak usage.

This reduction in parking needs and reduced trip generations will reduce the traffic impact on Grand River.

The existing sidewalk in front of the store, and reduction of traffic will increase pedestrian safety and access to the site.

10. **Historic and Cultural Resources.** None. There will be no changes to the building or site.
11. **Special Provisions:** there are no deed restrictions, protective covenants, master deed, or association bylaws.
12. **Sources:** Appraisal from Gerald Alcock Company, LLC, Ann Arbor, Michigan, dated March 14, 2013, Genoa Township Zoning Ordinance and Master Plan, Institute of Transportation Engineers Trip Generation Rate (PM Peak Hour), Trip Generation Manual 8<sup>th</sup> Edition.

October 20, 2014  
Page 3

**ATTACHMENTS**


Current Photographs of Site

Aerial from Google Maps

Gerald Alcock Company, LLC, Ann Arbor, Michigan, dated March 14, 2013 (excerpts)

Institute of Transportation Engineers Trip Generation Rate (PM Peak Hour), Trip Generation Manual  
8<sup>th</sup> Edition





The sign is a large, dark green structure with a peaked top. At the very top, inside the peak, is a circular logo containing a stylized evergreen tree. Below the logo, the word "Leppek" is written in a large, yellow, serif font. Underneath "Leppek", the words "NURSERY - GARDEN CENTER" are written in a smaller, yellow, sans-serif font. The middle section of the sign has a white background with vertical black lines, and contains the text "PERENNIALS AND FRUIT TREES" in black, bold, sans-serif font, with "40% OFF" below it in the same style. The bottom section of the sign is dark green and contains the word "Leppek" in a yellow, serif font, with "LANDSCAPING • SUPPLIES" in a smaller, white, sans-serif font below it. The sign is supported by a dark green post.

**Leppek**  
NURSERY - GARDEN CENTER

PERENNIALS  
AND FRUIT TREES  
40% OFF

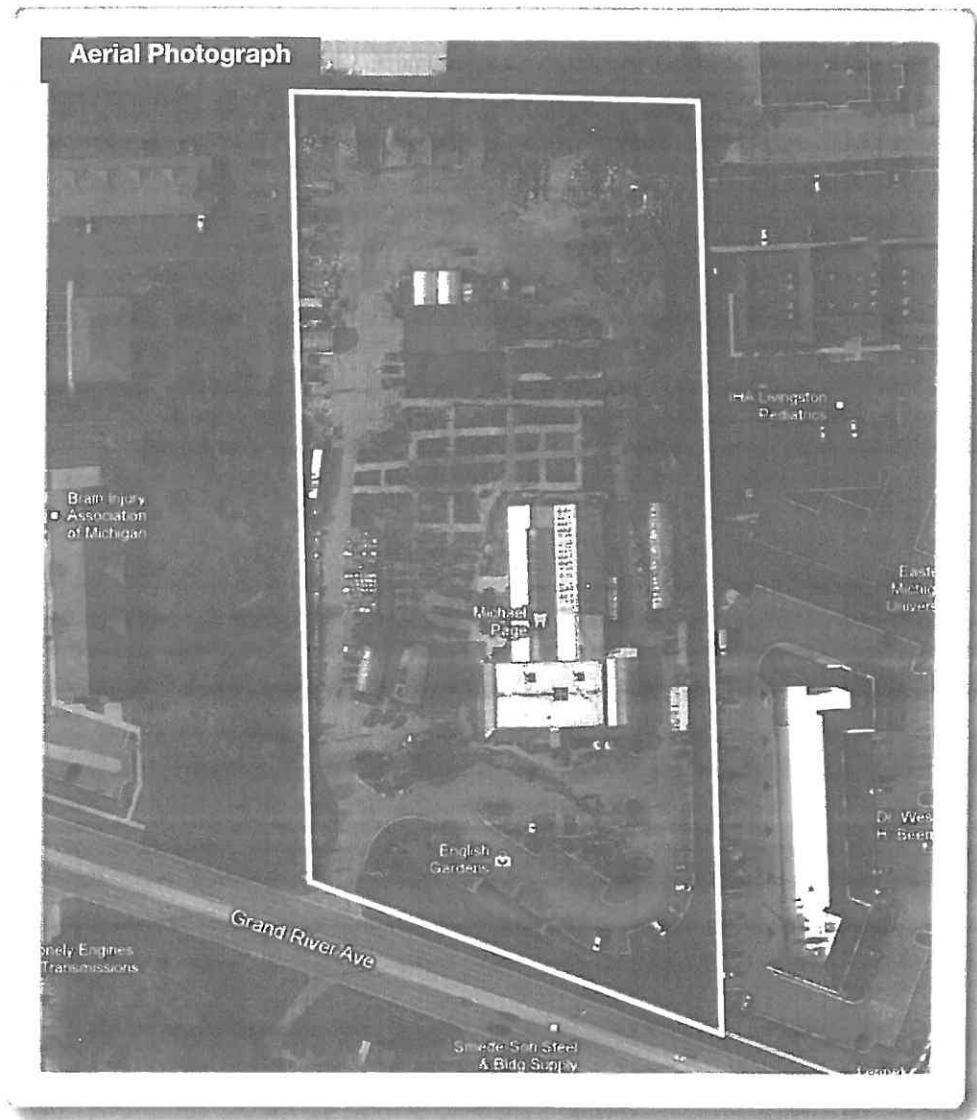
**Leppek**  
LANDSCAPING • SUPPLIES













Front view



Front view



Front view of retail / greenhouse building

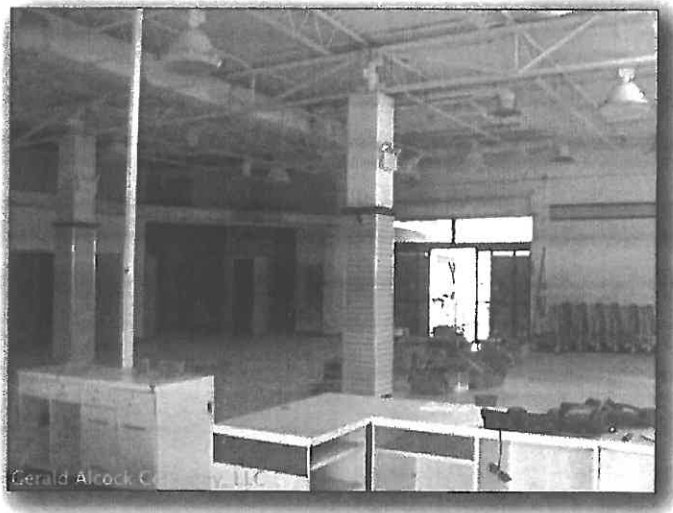


Interior view of retail /  
greenhouse building

Interior view of retail /  
greenhouse building

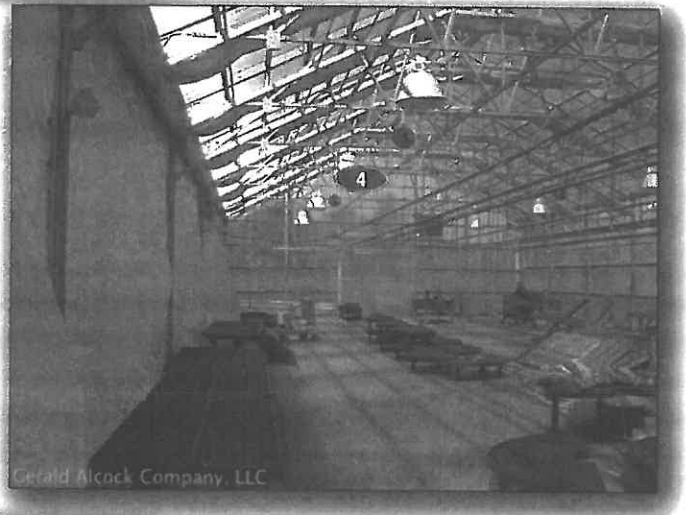


Interior view of retail / greenhouse  
building





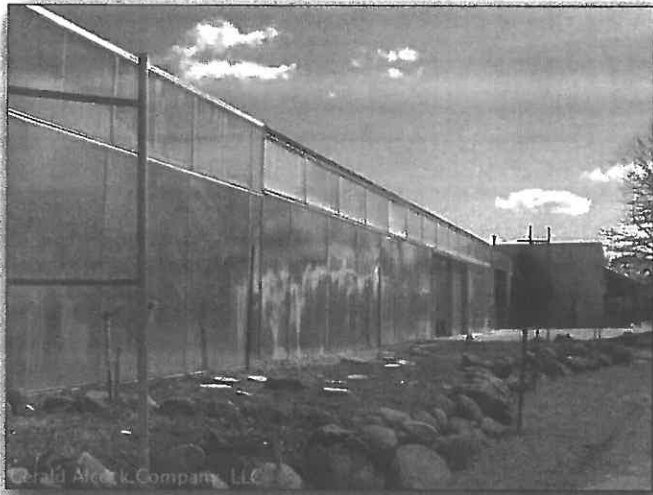
Interior view of retail /  
greenhouse building



Interior view of retail /  
greenhouse building



Interior view of retail /  
greenhouse building



Side view of retail / greenhouse building



Rear view of retail / greenhouse building



Front view of office / retail building



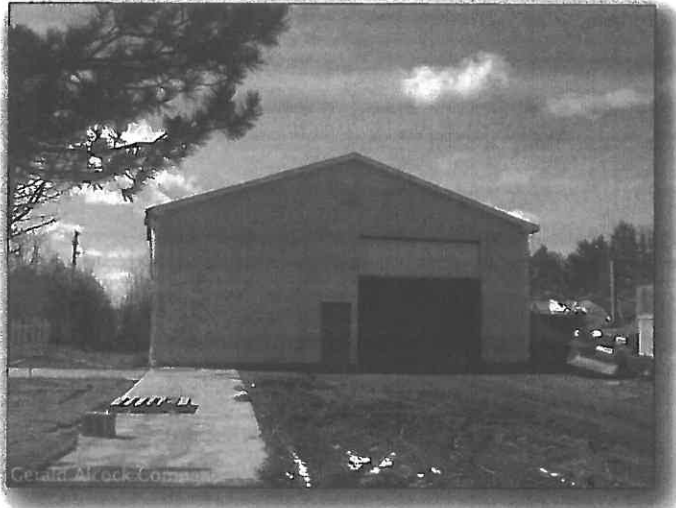
Front view of office / retail building



Interior view of office / retail building



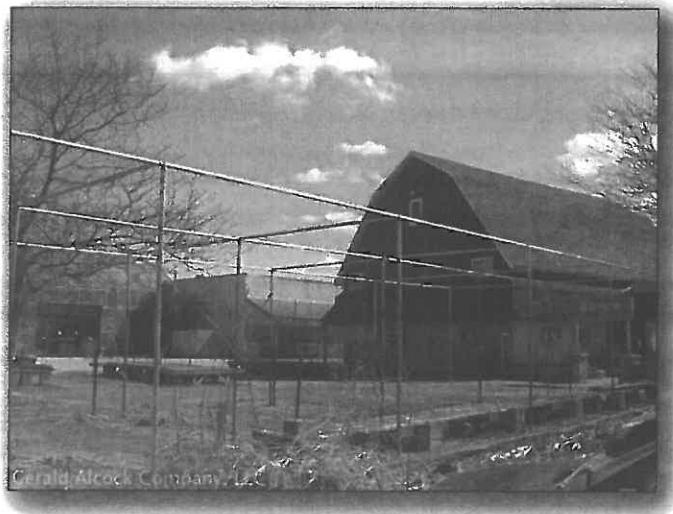
Interior view of office / retail building



Pole barn



Pole barn



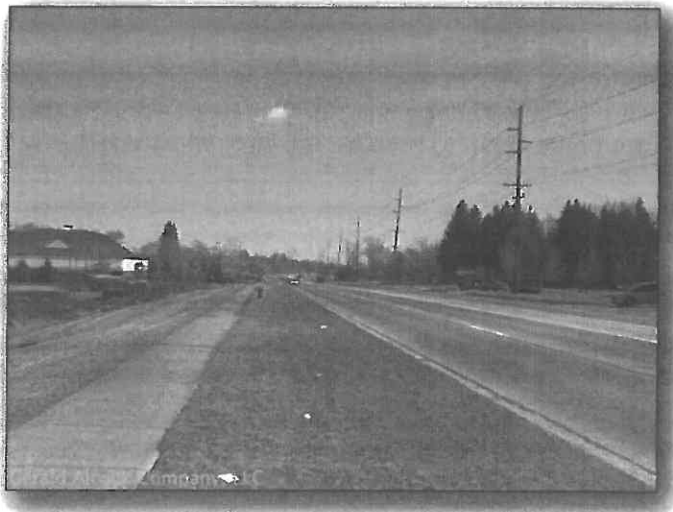
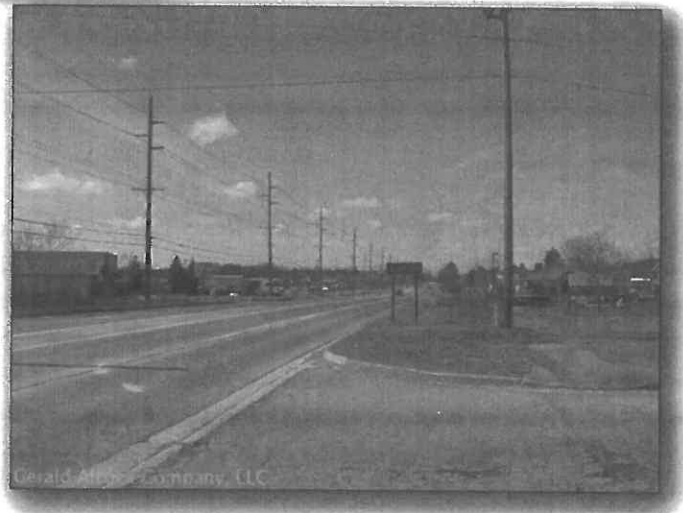
Site view





Site view

West Grand River Road - looking west



West Grand River Road - looking east



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## IDENTIFICATION OF PROPERTY

### **Real Property**

#### Address

7341 West Grand River Avenue, Genoa Township, MI

#### Tax Identification Numbers

4711-13-100-006

#### Legal Description

SEC 13 T2N, R5E, BEG. 1169 FT. S AND 330 FT. E OF NW COR. OF E 1/2 OF NW 1/4 OF SEC. 13, THENCE E 363.5 FT., S 881 FT. TO CEN OF U.S. 16, TH N 70\*W 395 FT IN C.L. HWY, TH N 760.5 FT. TO BEG. 6.85A

### **Furniture Fixtures And Equipment**

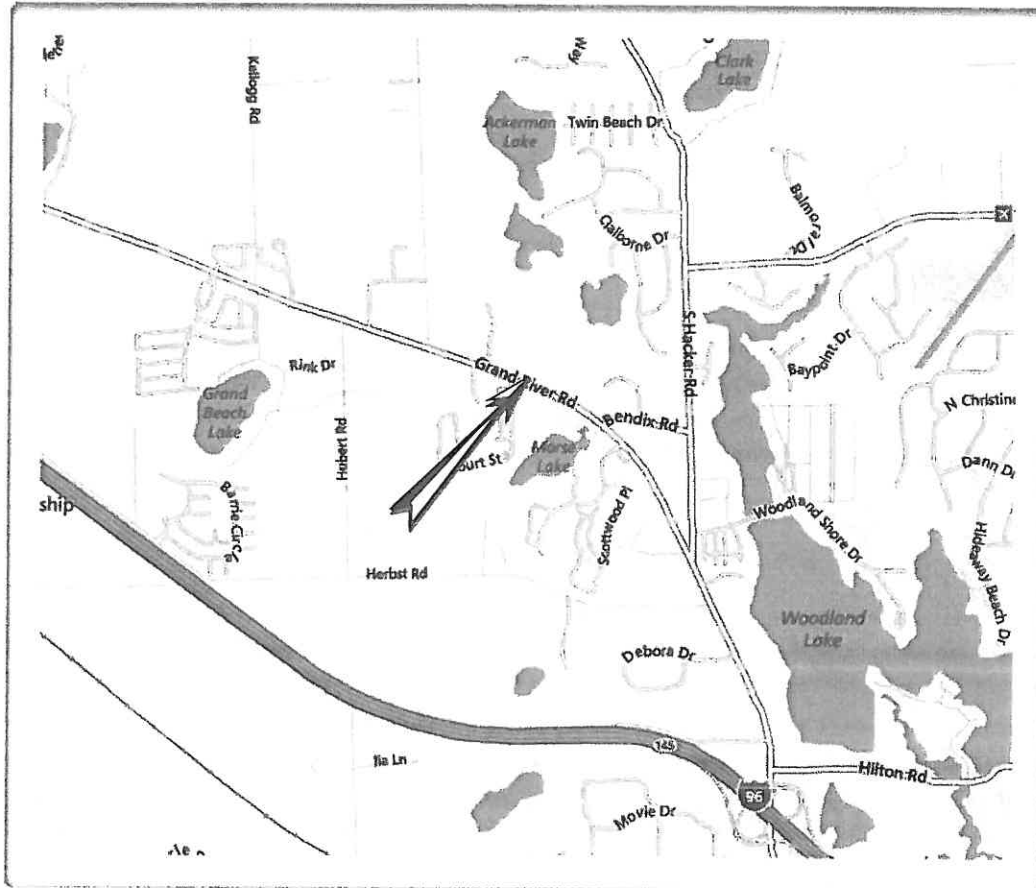
This appraisal excludes all personalty or trade fixtures found within the subject building.

### **Client**

The appraisers were engaged by Michigan Commerce Bank to prepare this appraisal report.

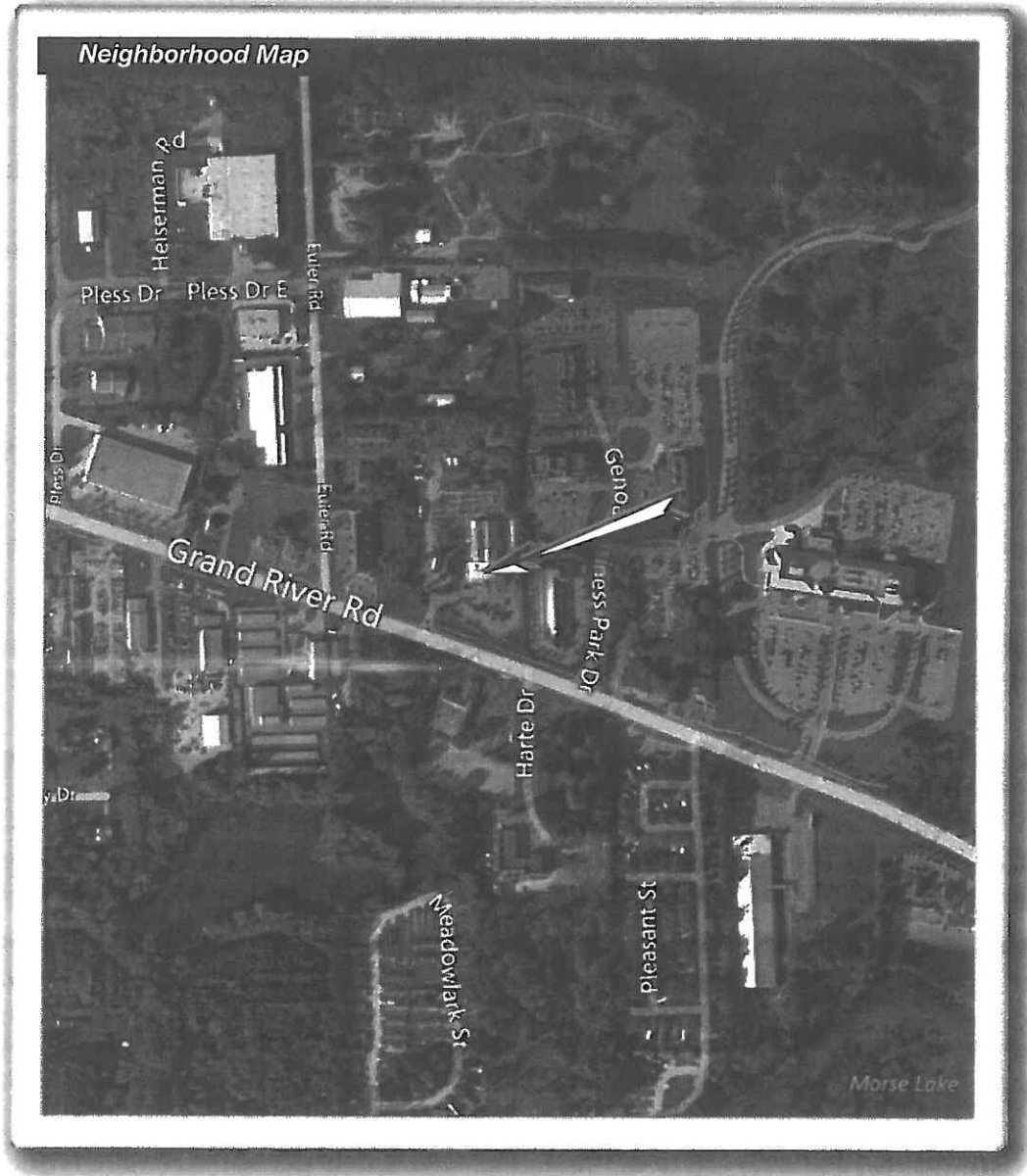
### **Property Owner**

Title to the subject property is held by Francis & Wendy Leppek.



West Grand River Avenue is a five-lane commercial corridor that runs east to west in the immediate subject area but eventually turns to the south, just east of the subject property. Located across the street from the subject property and adjacent to the subject property on both sides are office developments. The Saint Joseph Mercy - Livingston County Hospital is located just further to the east of the subject.

The nearest expressway is Interstate I-96, located approximately one mile southeast of the property. This expressway runs predominantly east to west, connecting the subject area east to the western suburbs of Metropolitan Detroit and west to Howell and Lansing.

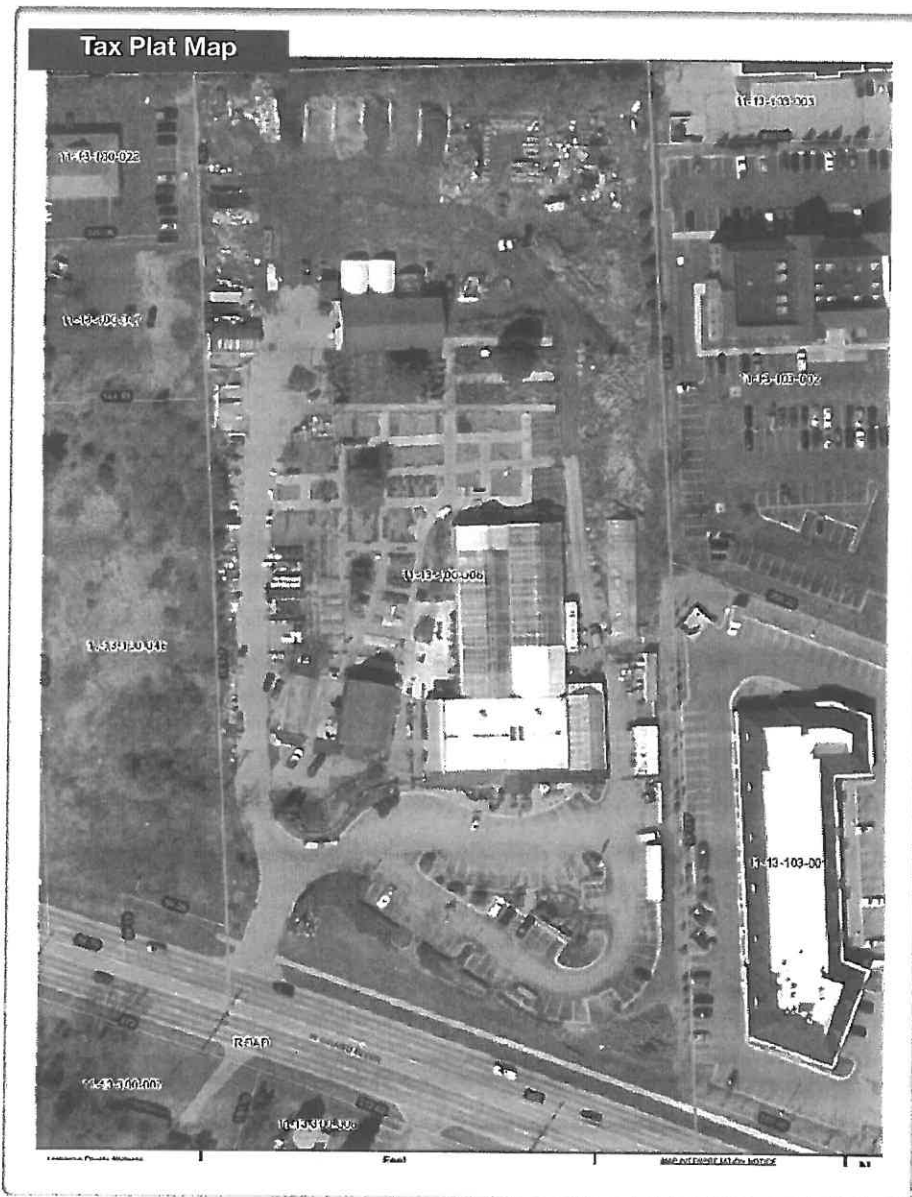


### Site and Yard Improvements

The overall site is mostly-rectangular-shaped and contains a total of 6.85+ acres or 298,386 square feet. The site has roughly 395 feet of frontage with an average depth of 821 feet. Access is provided by a curb cut off the north side of West Grand River Avenue. Topography is level and at grade. Gas, electricity, telephone service, water and sanitary sewer are



available to the subject site. However, the current improvements were never connected to the water and sewer lines. Hence, water is currently provided by a private well and sanitary disposal is provided by a septic system. The land to building ratio is 12.6 to one.



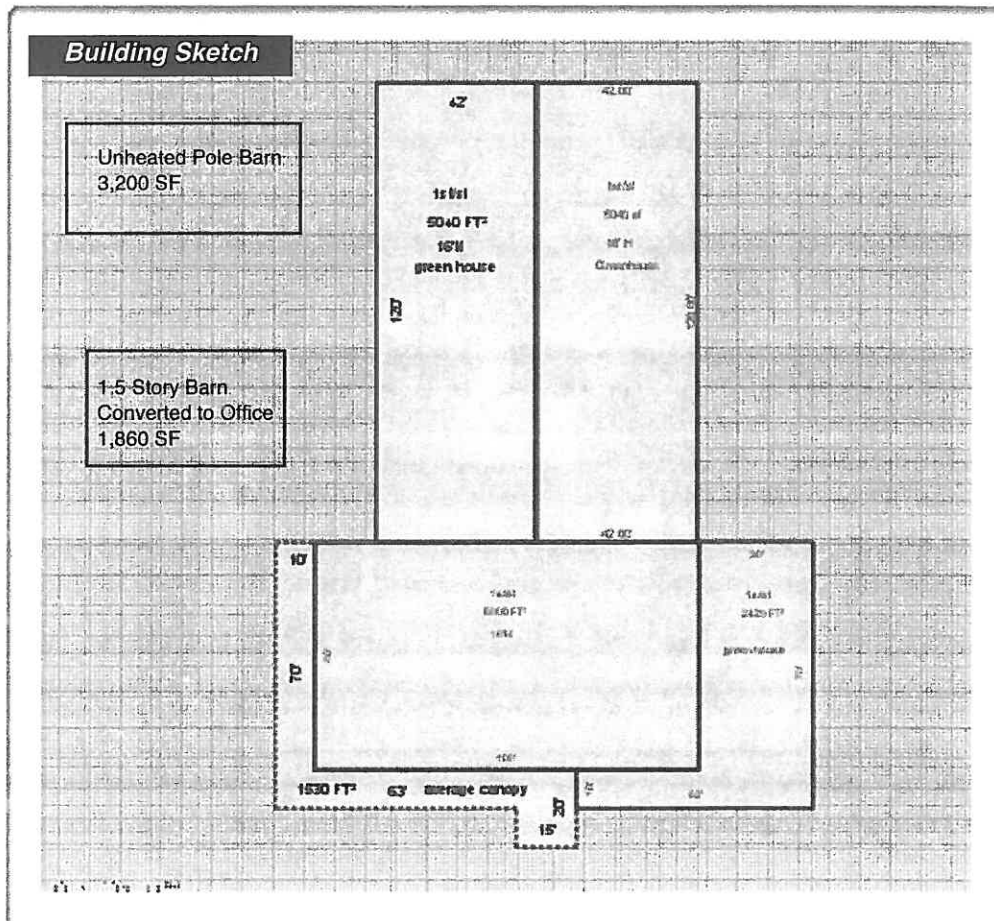
Improvements to the subject site include the subject structures, concrete walks and asphalt-paved parking. The site improvements are in average condition.



Overall, the site appears to be functionally adequate with adequate road frontage and road access.

### Building Improvements

The subject property consists of a retail / greenhouse facility with 23,560 total square feet. Of that 33% of this area is retail and office space, 53% is greenhouse space, and 14% is pole barn space. Most improvements were built in 1998. The construction, finishes, and layout of the building are briefly summarized in the following discussions.





### Main Retail / Greenhouse Building

The main building contains a combination of retail and greenhouse space. It was constructed in 1998 and has 18,500 square feet. Of that, 6,000 square feet is retail space and 12,500 square feet is greenhouse space. The retail space is comprised of concrete block construction with a flat rubber membrane roof over steel decking. The ceiling height in this portion of the building is 16 feet. The retail space is heated and cooled by gas, forced-air heat with central air conditioning. There are three greenhouse areas that are attached to the retail area. They have metal framing with polycarbonate plastic walls, concrete flooring, and a hanging tube watering system with drip pipes. The greenhouse areas are heated by ceiling-mounted space heaters. This building is in average condition.

### Barn Converted to Retail / Office

This barn was originally constructed in 1934 as an agricultural barn but moved to its current location and renovated in subsequent years into a retail and office use. This building has 1,860 square feet over 1.5 stories and is in average to fair condition. Construction is wood frame with a wood exterior and asphalt shingle roof.

### Pole Barn

The pole barn contains 3,200 square feet and is unheated. Construction is wood frame with a steel-sided exterior and an asphalt shingle roof. The pole barn was constructed in 1998.

In all, we give the facility a 16 year effective age and a 40 year total economic life. Hence, the remaining economic life is 24 years.

### **Easements**

The appraisers have not been provided with current title work or current survey on the subject property. The appraisers express no opinion as to the existence of easements or other restrictions on the subject property that would adversely affect the subject's market value or in any way create an exception to clear title. For the purposes of this appraisal, it is presumed that any easements or restrictions to clear title consist only of typical utility easements that do not preclude normal development of the site and have no influence on the subject's market value.

# INSTITUTE OF TRANSPORTATION ENGINEERS TRIP GENERATION RATE (PM Peak Hour)

(Trip Generation Manual, 8th Edition)

Code	Description	Unit of Measure	Trips Per Unit
<b>PORT AND TERMINAL</b>			
30	Truck Terminal	Acres	6.55
90	Park and Ride Lot with Bus Service	Parking Spaces	0.62
<b>INDUSTRIAL</b>			
110	General Light Industrial	1,000 SF	0.97
120	General Heavy Industrial	Acres	2.16
130	Industrial Park	1,000 SF	0.86
140	Manufacturing	1,000 SF	0.73
150	Warehousing	1,000 SF	0.32
151	Mini-Warehouse	1,000 SF	0.26
152	High-Cube Warehouse	1,000 SF	0.10
170	Utilities	1,000 SF	0.76
<b>RESIDENTIAL</b>			
210	Single-Family Detached Housing	Dwelling Units	1.01
220	Apartment	Dwelling Units	0.62
230	Residential Condominium / Townhouse	Dwelling Units	0.52
240	Mobile Home Park	Dwelling Units	0.59
251	Senior Adult Housing - Detached	Dwelling Units	0.27
252	Senior Adult Housing - Attached	Dwelling Units	0.16
253	Congregate Care Facility	Dwelling Units	0.17
254	Assisted Living	Beds	0.22
255	Continuing Care Retirement Community	Dwelling Units	0.29
<b>LODGING</b>			
310	Hotel	Rooms	0.59
320	Motel	Rooms	0.47
330	Resort Hotel	Rooms	0.42
<b>RECREATIONAL</b>			
411	City Park	Acres	0.16
412	County Park	Acres	0.06
413	State Park	Acres	0.07
415	Beach Park	Acres	1.30
416	Campground / Recreation Vehicle Park	Camp Sites	0.37
417	Regional Park	Acres	0.20
420	Marina	Berths	0.19
430	Golf Course	Acres	0.30
431	Miniature Golf Course	Holes	0.33

Code	Description	Unit of Measure	Trips Per Unit
432	Golf Driving Range	Tees / Driving Positions	1.25
433	Batting Cages	Cages	2.22
435	Multi-Purpose Recreational Facility	Acres	5.77
437	Bowling Alley	1,000 SF	3.54
441	Live Theater	Seats	0.02
443	Movie Theater without Matinee	1,000 SF	6.16
444	Movie Theater with Matinee	1,000 SF	3.80
445	Multiplex Movie Theater	1,000 SF	4.91
452	Horse Race Track	Acres	4.30
454	Dog Race Track	Attendance Capacity	0.15
460	Arena	Acres	3.33
473	Casino / Video Lottery Establishment	1,000 SF	13.43
480	Amusement Park	Acres	3.95
488	Soccer Complex	Fields	20.67
490	Tennis Courts	Courts	3.88
491	Racquet / Tennis Club	Courts	3.35
492	Health / Fitness Club	1,000 SF	3.53
493	Athletic Club	1,000 SF	5.96
495	Recreational Community Center	1,000 SF	1.45
<b>INSTITUTIONAL</b>			
520	Elementary School	1,000 SF	1.21
522	Middle School / Junior High School	1,000 SF	1.19
530	High School	1,000 SF	0.97
536	Private School (K-12)	Students	0.17
540	Junior / Community College	1,000 SF	2.54
560	Church	1,000 SF	0.55
565	Daycare Center	1,000 SF	12.46
566	Cemetery	Acres	0.84
571	Prison	1,000 SF	2.91
590	Library	1,000 SF	7.30
591	Lodge / Fraternal Organization	Members	0.03
<b>MEDICAL</b>			
610	Hospital	1,000 SF	1.14
620	Nursing Home	1,000 SF	0.74
630	Clinic	1,000 SF	5.18
640	Animal Hospital / Veterinary Clinic	1,000 SF	4.72

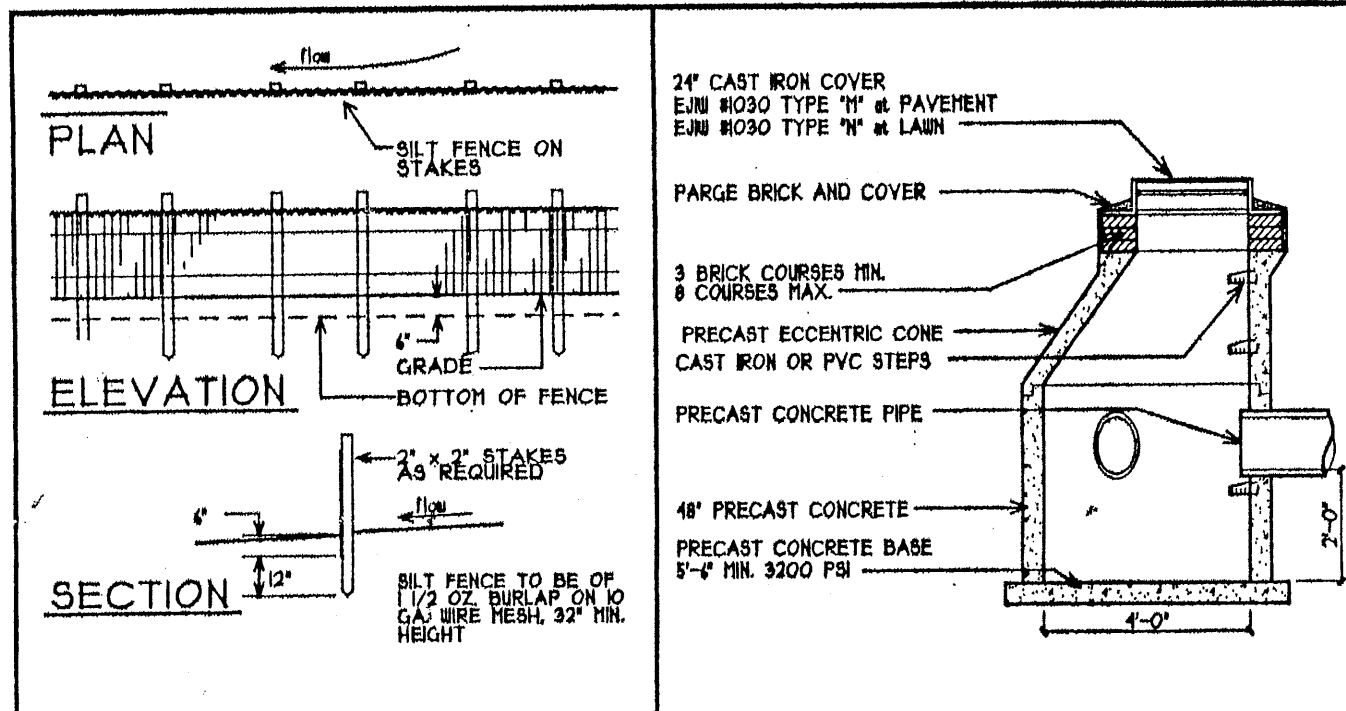


Code	Description	Unit of Measure	Trips Per Unit
<b>OFFICE</b>			
710	General Office Building	1,000 SF	1.49
714	Corporate Headquarters Building	1,000 SF	1.40
715	Single Tenant Office Building	1,000 SF	1.73
720	Medical-Dental Office Building	1,000 SF	3.46
730	Government Office Building	1,000 SF	1.21
732	United States Post Office	1,000 SF	11.12
733	Government Office Complex	1,000 SF	2.85
750	Office Park	1,000 SF	1.48
760	Research and Development Center	1,000 SF	1.07
770	Business Park	1,000 SF	1.29
<b>RETAIL</b>			
812	Building Materials and Lumber Store	1,000 SF	4.49
813	Free-Standing Discount Superstore	1,000 SF	4.61
814	Specialty Retail Center	1,000 SF	2.71
815	Free Standing Discount Store	1,000 SF	5.00
816	Hardware / Paint Store	1,000 SF	4.84
817	Nursery (Garden Center)	1,000 SF	3.80
818	Nursery (Wholesale)	1,000 SF	5.17
820	Shopping Center	1,000 SF	3.73
823	Factory Outlet Center	1,000 SF	2.29
841	New Car Sales	1,000 SF	2.59
843	Automobile Parts Sales	1,000 SF	5.98
848	Tire Store	1,000 SF	4.15
850	Supermarket	1,000 SF	10.50
851	Convenience Market (Open 24 Hours)	1,000 SF	52.41
852	Convenience Market (Open 15-16 Hours)	1,000 SF	34.57
853	Convenience Market with Gasoline Pumps	1,000 SF	59.69
854	Discount Supermarket	1,000 SF	8.90
857	Discount Club	1,000 SF	4.24
860	Wholesale Market	1,000 SF	0.88
861	Sporting Goods Superstore	1,000 SF	3.10
862	Home Improvement Superstore	1,000 SF	2.37
863	Electronics Superstore	1,000 SF	4.50
864	Toy / Children's Superstore	1,000 SF	4.99
866	Pet Supply Superstore	1,000 SF	3.38
867	Office Supply Superstore	1,000 SF	3.40
875	Department Store	1,000 SF	1.78

Code	Description	Unit of Measure	Trips Per Unit
876	Apparel Store	1,000 SF	3.83
879	Arts and Craft Store	1,000 SF	6.21
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF	8.42
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF	10.35
890	Furniture Store	1,000 SF	0.45
896	Video Rental Store	1,000 SF	13.60
<b>SERVICES</b>			
911	Walk-In Bank	1,000 SF	12.13
912	Drive-In Bank	1,000 SF	25.82
925	Drinking Place	1,000 SF	11.34
931	Quality Restaurant	1,000 SF	7.49
932	High-Turnover (Sit-Down) Restaurant	1,000 SF	11.15
933	Fast Food Restaurant without Drive-Through Window	1,000 SF	26.15
934	Fast Food Restaurant with Drive-Through Window	1,000 SF	33.84
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF	153.85
936	Coffee / Donut Shop without Drive-Through Window	1,000 SF	40.75
937	Coffee / Donut Shop with Drive-Through Window	1,000 SF	42.93
938	Coffee / Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF	75
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF	19.56
941	Quick Lubrication Vehicle Shop	Service Bays	5.19
942	Automobile Care Center	1,000 SF	3.38
943	Automobile Parts and Service Center	1,000 SF	4.46
944	Gasoline / Service Station	Fueling Positions	13.87
945	Gasoline / Service Station with Convenience Market	Fueling Positions	13.38
946	Gasoline / Service Station with Convenience Market and Car Wash	Fueling Positions	13.94
947	Self Service Car Wash	Stalls	5.54
948	Automated Car Wash	1,000 SF	14.12

Note: All land uses in the 800 and 900 series are entitled to a "passby" trip reduction of 60% if less than 50,000 ft<sup>2</sup> or a reduction of 40% if equal to or greater than 50,000 ft<sup>2</sup>.

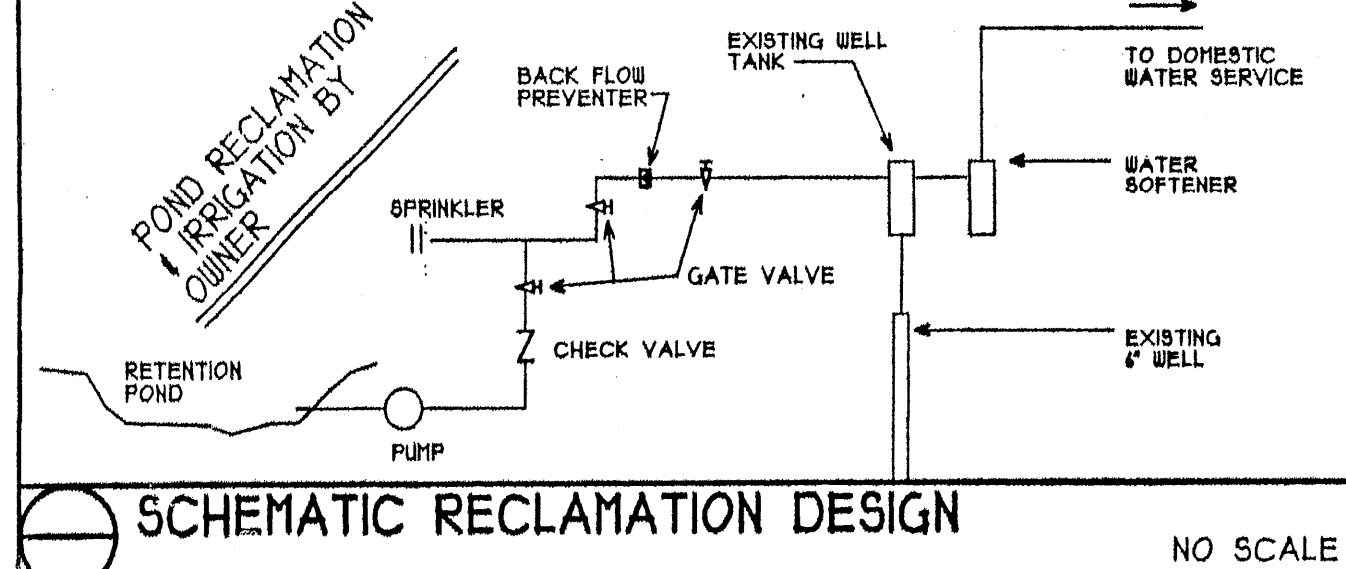
\* Approximated by 10% of Weekday average rate.



**SILT FENCE DETAIL** NO SCALE



**MANHOLE DETAIL** NO SCALE



**SCHEMATIC RECLAMATION DESIGN** NO SCALE

**TEMPORARY SOIL EROSION and SEDIMENTATION CONTROLS**

7	STORM-BARRIERS	EFFECTIVE ON LARGE AREAS WHICH FACTORS AGENT USED TO PROVIDE PRELIMINARY PROTECTION UNTIL GRASS IS ESTABLISHED. SHOULD INCLUDE PREPARED TOPSOIL BED.
54	STRAP BARS OVERHUNG BARRIERS OR SILT FENCE.	

**PERMANENT SOIL EROSION and SEDIMENTATION CONTROLS**

8	STORM-BARRIERS	PROVIDES PRELIMINARY PROTECTION UNTIL GRASS IS ESTABLISHED. SHOULD INCLUDE PREPARED TOPSOIL BED.
15	STORM-BARRIERS	PROTECTS AREAS WHICH CANNOT OTHERWISE BE PROTECTED BUT INCREASES RUNOFF VOLUME AND VELOCITY. SHOULD INCLUDE PREPARED TOPSOIL BED.
16	STORM-BARRIERS	SEALS HIGH VELOCITY RUNOFF ON PAVED AREAS FROM LEAVING COLLECTS AND CONDUCTS RUNOFF TO ENCLOSED DRAINAGE SYSTEM OR PREPARED GRASSMATTING.
34	STORM-BARRIERS	TRAPS SEDIMENT INCREASES RUNOFF AT NON-ROOVED RATES CONTROLS RUNOFF AT STORM OUTLETS CAN BE USED AS A CATCH BASIN TO COLLECT SEDIMENT.
35	STORM-BARRIERS	TRAPS SEDIMENT INCREASES RUNOFF AT NON-ROOVED RATES CONTROLS RUNOFF AT STORM OUTLETS CAN BE USED AS A CATCH BASIN TO COLLECT SEDIMENT.

**SOIL CHARACTERISTICS**

TRAP-COVERER ASSOCIATION NEARLY LEVEL TO GENTLY SLOPING, WELL DRAINED AND SOMEWHAT POORLY DRAINED, MEDIUM-TEXTURED SOILS ON TILL PLAINS AND MORAINES.

TRAP-BROOKSTON ASSOCIATION NEARLY LEVEL TO GENTLY SLOPING, WELL DRAINED AND POORLY DRAINED, HEAVY-TEXTURED SOILS ON TILL PLAINS AND MORAINES.

ARCHITECTURAL SURVEY PROVIDED BY:

**ADVANTAGE CIVIL ENGINEERING**

JOB NO. 198  
DRAIN BY JCS, TAI  
DATE: 1-28-91

**DETENTION AREA #1**

DESCRIPTION	COEFFICIENT	AREA SQ FT
ROOF	0.85	0
PAVEMENTS	0.9	1349
LAND	0.2	2653
TOTALS		3602

TRIBUTARY AREA = .80 ACRES

REQUIRED STORAGE VOLUME: 3030

STORAGE AREA DESIGN: 31

BASE AREA: 875  
DEPTH: 18  
RHS: 23.8

TOTAL VOLUME: 3040

PIPE RESTRICTION: 18" DIA. 4" THICK CONC. BASE

**DETENTION AREA #2**

DESCRIPTION	COEFFICIENT	AREA SQ FT
ROOF	0.85	0
PAVEMENTS	0.9	1531
LAND	0.2	380
TOTALS		1661

TRIBUTARY AREA = 1.12 ACRES

REQUIRED STORAGE VOLUME: 3146

STORAGE AREA DESIGN: 25

BASE AREA: 1560  
DEPTH: 14  
RHS: 31.0

TOTAL VOLUME: 3162

PIPE RESTRICTION: 18" DIA. 4" THICK CONC. BASE

**RETENTION AREA #3**

DESCRIPTION	COEFFICIENT	AREA SQ FT
ROOF	0.85	2180
PAVEMENTS	0.9	1400
LAND	0.2	424
TOTALS		3604

TRIBUTARY AREA = 1.11 ACRES

REQUIRED STORAGE VOLUME: 1985

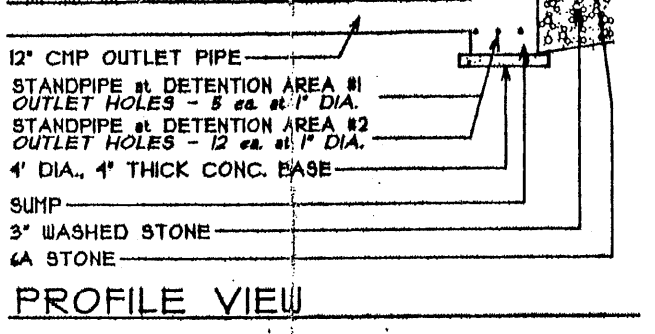
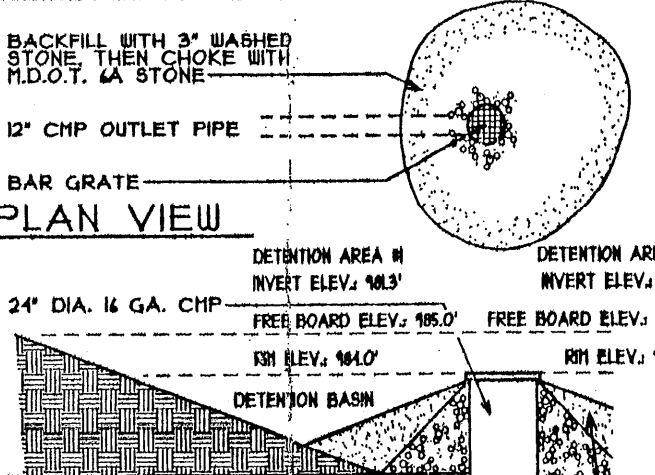
STORAGE AREA DESIGN: 100

BASE AREA: 400  
DEPTH: 41.0  
RHS: 41.0

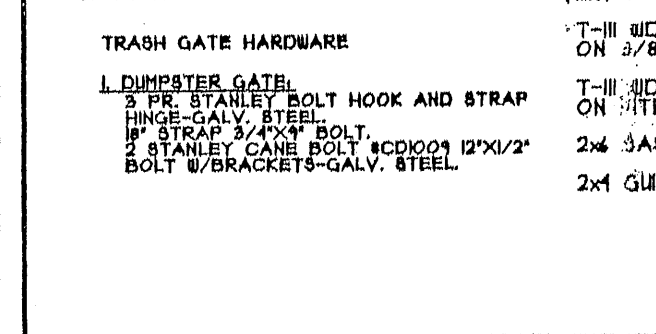
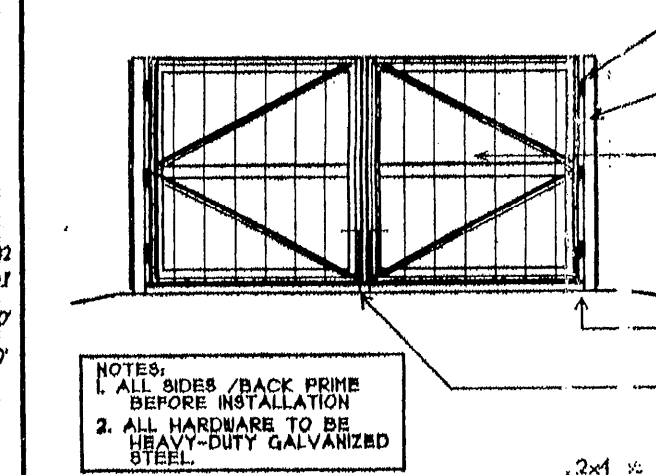
TOTAL VOLUME: 4310

PIPE RESTRICTION: 18" DIA. 4" THICK CONC. BASE

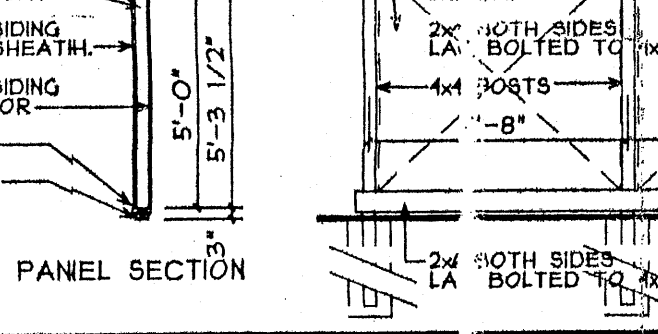
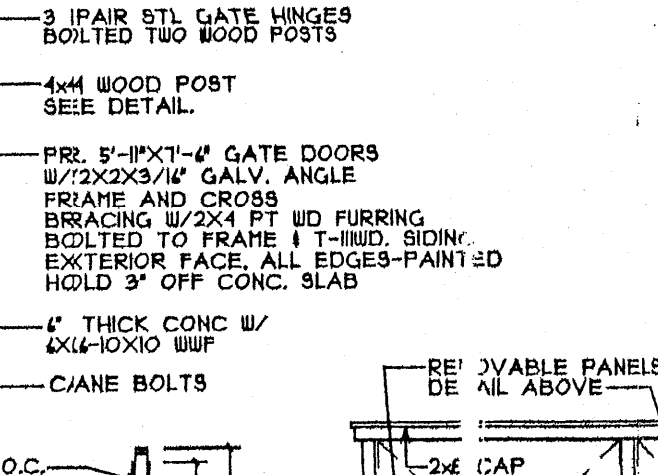
**DRAINAGE CALCULATIONS**



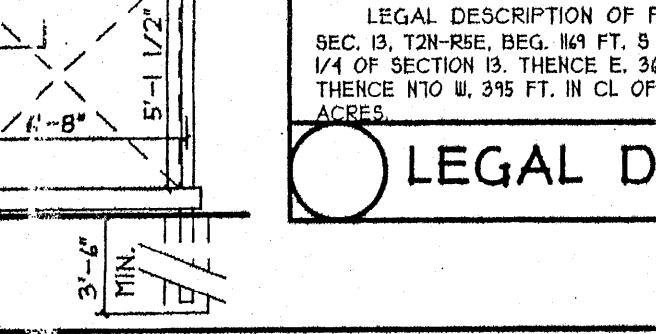
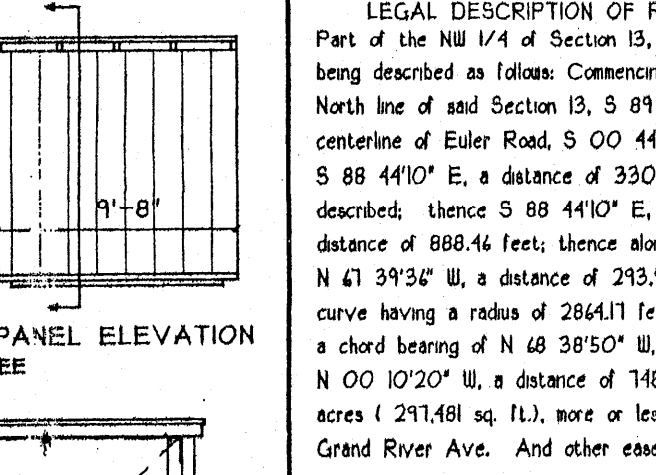
**STAND PIPE DETAIL** NO SCALE



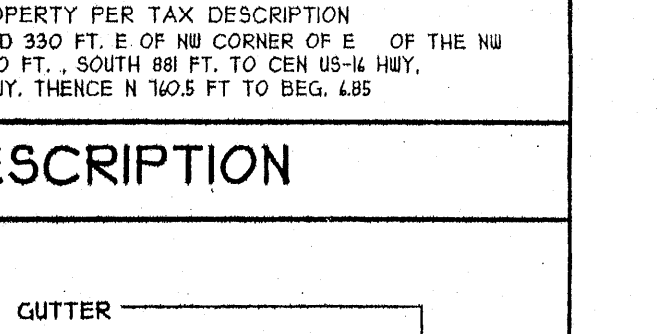
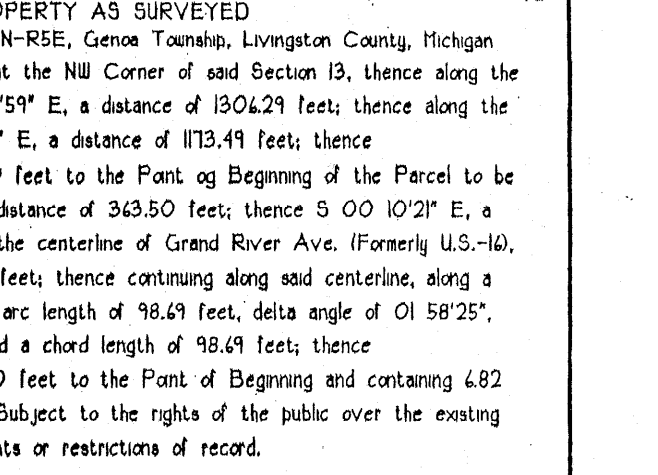
**DUMPSTER SCREEN** NO SCALE



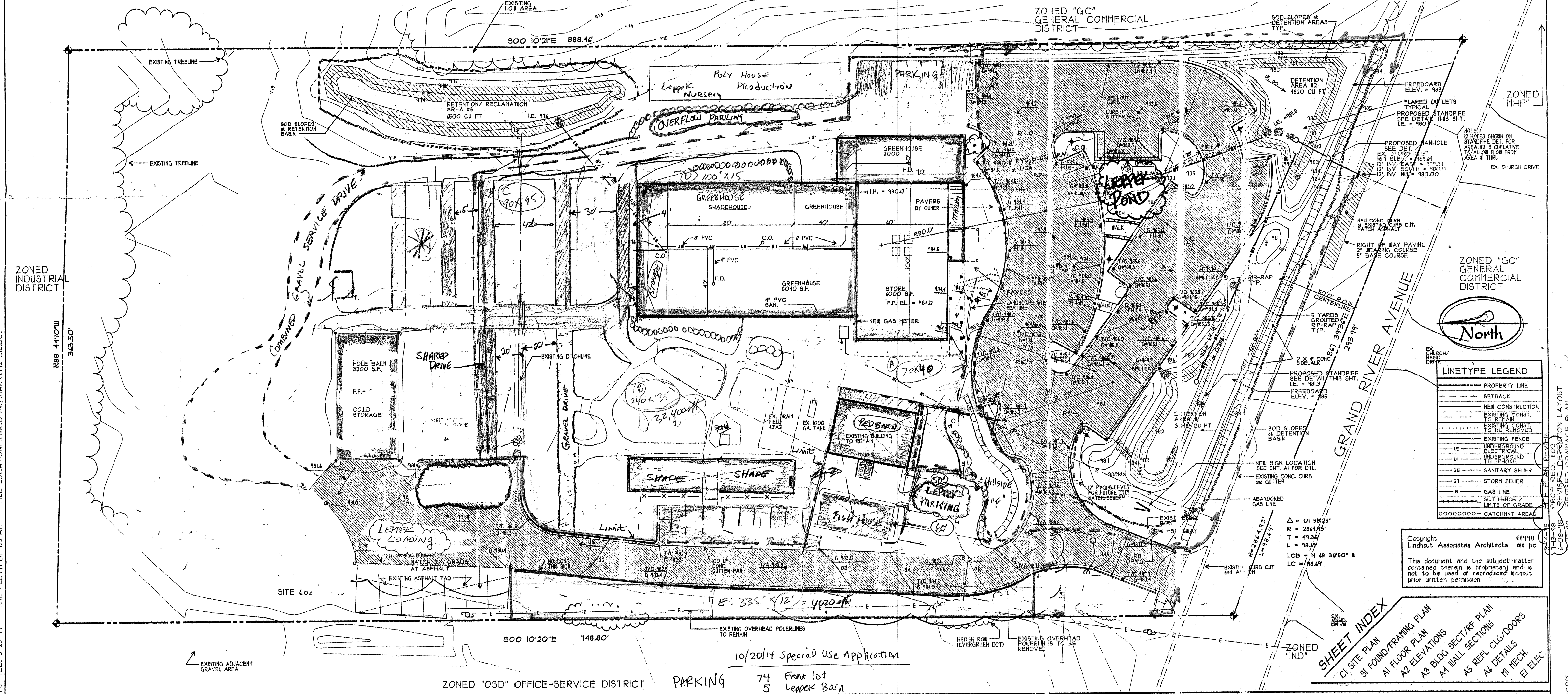
**SPILL OUT CURB** NO SCALE



**SIDEWALK and PAVER DETAIL** NO SCALE



**SPILLWAY DETAIL** NO SCALE



**SITE PLAN - PROPOSED GREENHOUSE**

10/20/14 Special Use Application

74 Front lot  
5 Leppok Barn  
20 Leppok Back Yard Area

ZONED "OSD" OFFICE-SERVICE DISTRICT

ZONED "GC" GENERAL COMMERCIAL DISTRICT

ZONED "IND"

ZONED "MHP"

ZONED "GC" GENERAL COMMERCIAL DISTRICT

ZONED "IND"

**Lindhout Associates architects** **aiac pc**

39201 seven mile road, ivonia, michigan 48152-0994 (313) 462-0700

10315 e. grand river, suite 300, brighton, michigan 48116-9916 (810) 227-5668

PROPOSED RETAIL/GREENHOUSE BLDG. FOR: **Leppok Nursery**

GENOA TOWNSHIP, MICHIGAN

SITE PLAN - GRNHOUSE

9772

sheet no. **G1**

Revised 11/17/08

Revised By FRANK LETRAC 01-07-08

AUG 25 1999



**Lindhout Associates architects aia pc**  
 39201 seven mile road, livonia, michigan 48152-1094  
 10315 e. grand river, suite 300, brighton, michigan 48116-9510  
 (313) 462-0700  
 (810) 227-5666

CHANGE OF USE for:  
**Lepbek Nursery**  
 BRIGHTON, MICHIGAN  
**FLOOR PLAN**

PERMITS  
 LCBD REVIEW  
 OWNER REVIEW  
 Issued for

11-13-14  
 11-03-14  
 10-30-14  
 date

dr: PWL  
 ck'd:  
 app'd:

1479

sheet no.  
**A1**

**BUILDING INFORMATION**

**GROSS SQUARE FOOTAGE:** A-3 OCCUP. — 4311 S.F.  
 S-1 OCCUP. — 2100 S.F.  
 H OCCUP. — 10,800 S.F.  
**TOTAL** — 17,211 S.F.

**CONSTRUCTION TYPE:** 3 B for A-3, H, & S-1

**OCCUPANCY:** SEPARATED MIXED USE:  
 PROPOSED A3, SI & H SEPARATED  
 A3 - 4311 S.F. GROSS AREA  
 SI - 2100 S.F. GROSS AREA  
 H - 10,800 S.F. GROSS AREA

**OCCUPANTS (FIRE/EXITING):**  
 A3 = 4311/50 = 121 OCCUPANTS  
 S = 2100/500 = 5 OCCUPANTS  
 H = 10,800/30 = 360 OCCUPANTS  
**581 OCCUPANTS**

**REQUIRED = 3 EXITS**  
**PROVIDED = 1 EXITS**

**ALLOWABLE AREA CALC:** 3B/A3 = 9500 S.F. - 2 STORY  
 3B/H = 12500 S.F. - 2 STORY  
 3B/SI = 11500 S.F. - 2 STORY

1 BUILDING, SEPARATED USES W/ 2 HR. FIRE BARRIER WALL  
 ALLOWABLE AREA: WITH AREA INCREASE  
 EXPOSED PERIMETER = 100%  
**GROSS 1ST FLOOR AREA:** A3 = 4311  
 SI = 2100  
 H = 10,800

$$1500 + \left( \frac{40}{40} \cdot 25 \cdot 9500 \right) = 14,225 \rightarrow \frac{4311}{14,225} = .38$$

$$11500 \left( \frac{40}{520} \cdot 25 \cdot 11500 \right) = 30,425 \rightarrow \frac{2100}{30,425} = .07$$

$$12500 \left( \frac{40}{440} \cdot 25 \cdot 12500 \right) = 21,875 \rightarrow \frac{10,800}{21,875} = .49$$

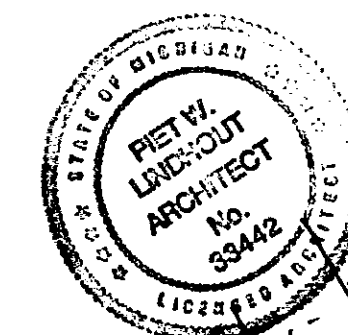
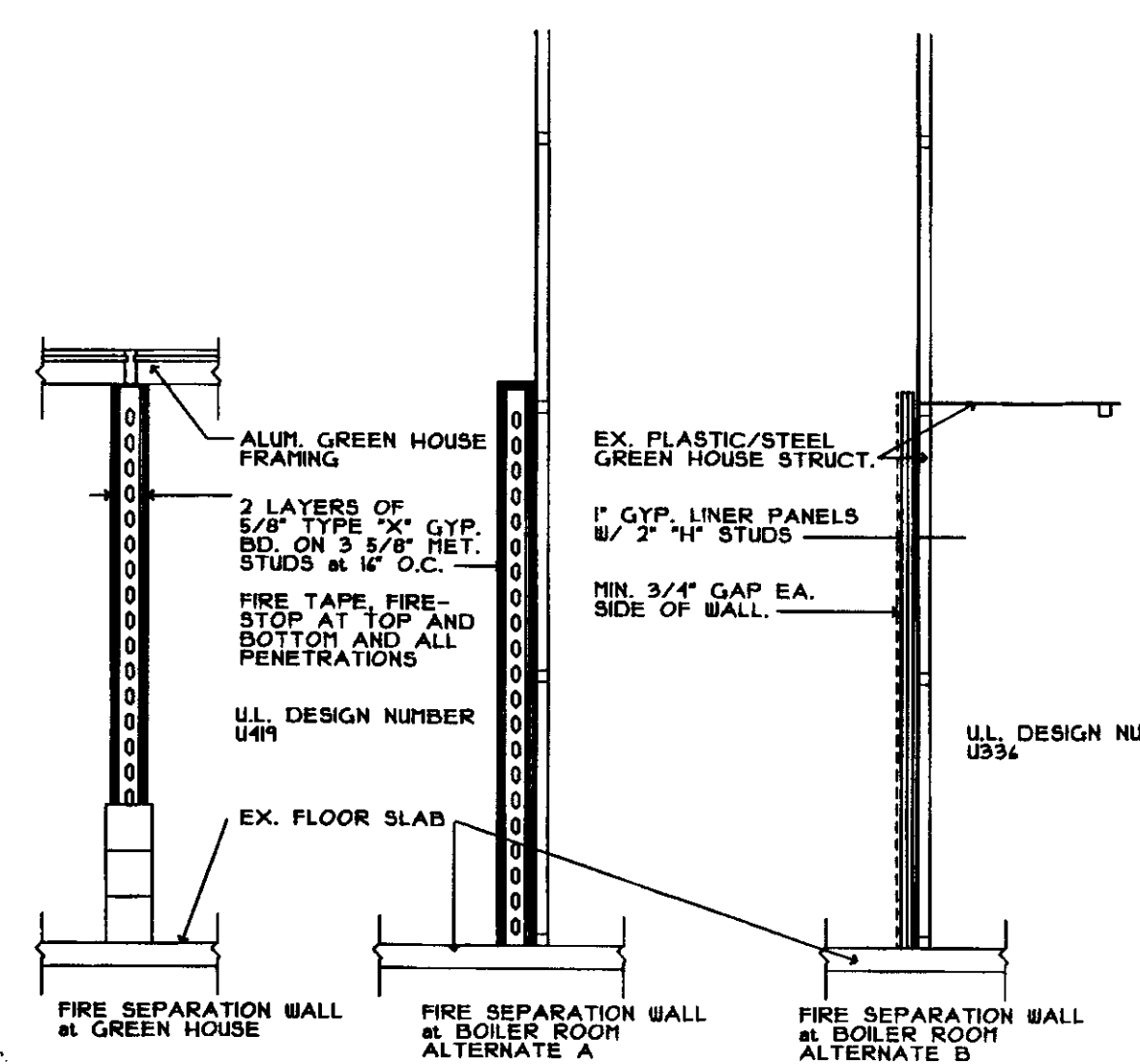
**TOTAL:** .38 + .07 + .49 = 0.94 (1) = COMPLIES  
**EXISTING BUILDING COMPLIES**

**OCCUPANCY CALCS. (PLUMBING FIXTURES)**

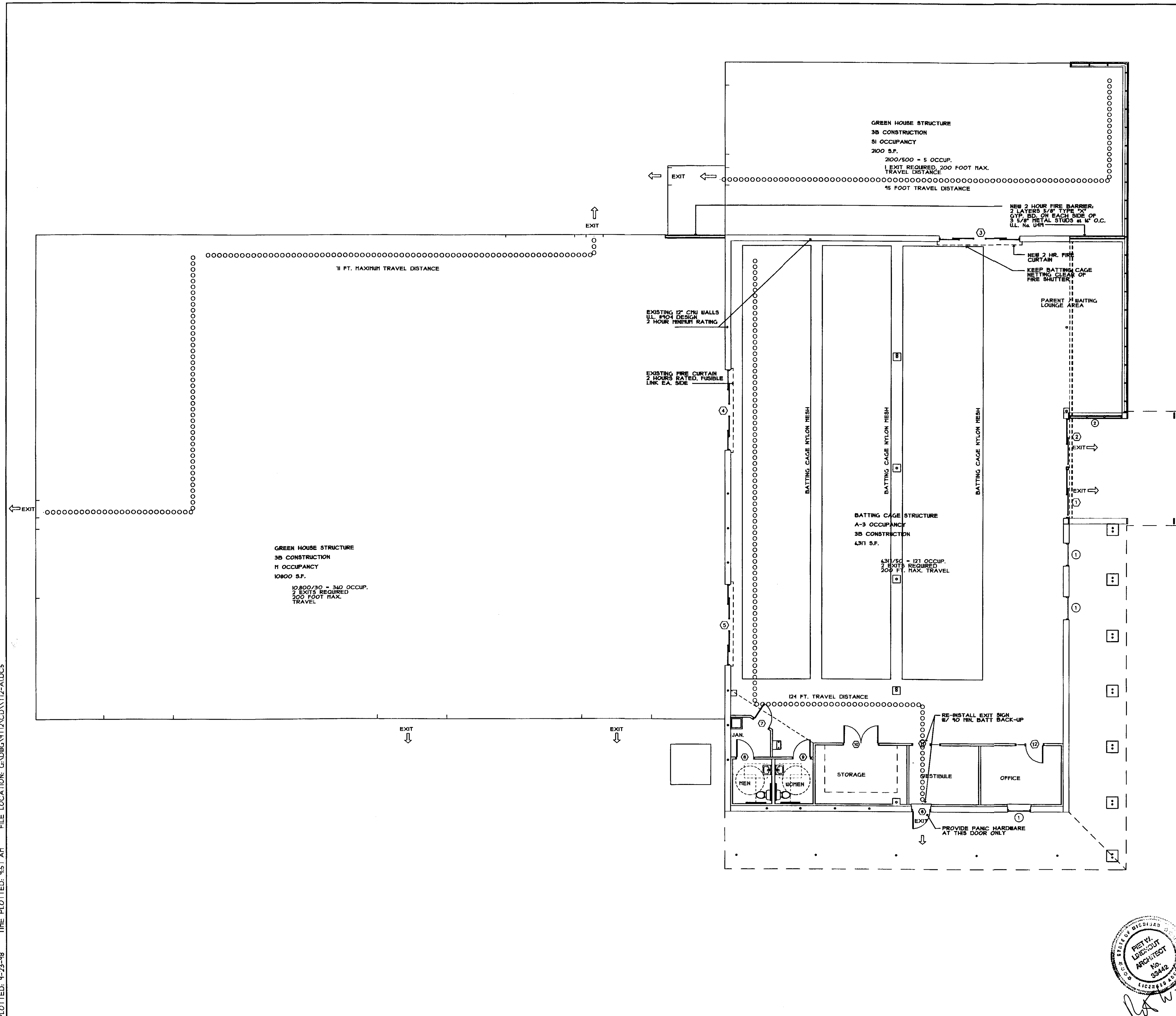
MONTH	GREENHOUSE (H)	BATTING CAGES (A3)	TOTAL OCCUP.
JANUARY	00	43	43
FEBRUARY	00	43	43
MARCH	00	43	43
APRIL	10	43	53
MAY	10	43	53
JUNE	10	43	53
JULY	10	43	53
AUGUST	10	43	53
SEPTEMBER	10	43	53
OCTOBER	10	43	53
NOVEMBER	10	43	53
DECEMBER	10	43	53
<b>MAXIMUM</b>	<b>300</b>	<b>43</b>	<b>343</b>

**OWNER DATA:**  
 GREENHOUSE (H) BATTING CAGES (A3) TOTAL OCCUP.  
 1 WC 1 LAV FEMALE = 45 OCCUPANTS  
 1 WC 1 LAV MALE = 125 OCCUPANTS  
 EXISTING FIXTURES SUPPORT H OCCUPANTS:  
 1 WC 1 LAV FEMALE = 500 OCCUPANTS  
 1 WC 1 LAV MALE = 500 OCCUPANTS  
 1 DF PROVIDED  
 1 SERVICE SINK PROVIDED

**FIRE SUPPRESSION:** F.S. IS NOT REQUIRED PER SECTION 403.2.13  
 1. NET A3 AREA IS 4311 S.F.  
 2. A3 OCCUPANT LOAD IS 121  
 3. LEVEL OF DISCHARGE IS AT 1ST FLOOR LEVEL  
 4. FIRE AREAS ARE LESS THAN 12,000 GSF



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**FLOOR PLAN**


DATE PLOTTED: 9-23-98 TIME PLOTTED: 9:51 AM FILE LOCATION: G:\DIGI\9112\CD\112-AIDCS

SCALE 1/8" = 1'-0"  
 GENOA TOWNSHIP  
 NOV 18 2000  
 RECEIVED



## MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 11/25/14

RE: 2015 Sidewalk Installation  
Design Survey Services Proposal

As discussed previously it is my goal to complete a continuous sidewalk through Genoa Township on Grand River next construction season. We have completed sidewalk from the City of Howell to Sunrise Park. Next year's project is proposed to go from Sunrise Park to St. Joseph Mercy on the North side of the road. From St. Joseph pedestrians will cross to the 242 Church property via the recently upgraded crosswalk. From 242 the sidewalk will continue east to the Township limit at O'Conner's/Hacker.

Because a section of this route was proposed but not completed under the current fiscal year budget we have remaining Parks and Recreation funds. I would like to proceed with survey work to encumber some of these funds and provide ample time for easement acquisition for this rather ambitious project.

Attached you will find a proposal from Tetra Tech for design survey services for this project in the amount of \$18,000. The scope of the proposal is from Wildwood to Hacker. Design for the section from Sunrise to Wildwood has already been completed.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a design survey services proposal from Tetra Tech in the amount \$18,000 for the installation of sidewalk from Wildwood to Hacker.**



**TETRA TECH**

November 11, 2014

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

**Re: 2015 Sidewalk Installation  
Design Survey Services Proposal**

Dear Mr. Archinal:

Tetra Tech is pleased to present the following proposal for the design survey phase services for the ultimate installation of approximately 12,500 feet of sidewalk from Sunrise Park to Hacker Road. This portion of the sidewalk program will complete the pathway along the north side of Grand River from Howell to the Township's eastern boundary. It is anticipated that the walk will be approximately 5 feet wide in this area. Many sections of walk are already in place as part of development along Grand River; however, there are significant gaps that will be part of this project. Design survey 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 Sunrise Park to Wildwood Drive have already been completed. The approximately 17,000 feet from Wildwood Drive to Hacker Road will be surveyed to determine physical features and road rights-of-way for use in the design of the proposed walkway.

## **SCOPE OF SERVICES**

### **Design Survey Phase for Wildwood to Hacker**

- Perform a topographic survey of the project area (17,000 feet) 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. The topographic survey will be performed on the northern side of Grand River from Wildwood to the 2/42 Church site, then on the south side from there to Hacker.
- Determine road right-of-way limits from existing mapping and physical features in the field.
- Detail locations and elevations of existing walks in the project area for connection with the proposed work.
- Identify existing driveway cross slopes to confirm compliance with ADA guidelines or proposed improvements.
- Prepare a base map at a scale of 1"=40' and a contour interval of 1'.
- Submit the base plans to utility companies to identify locations of existing underground utilities.
- Review topographic survey with Township staff to identify impediments to the proposed walk locations.

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

**SCHEDULE**

It is anticipated that the design survey will be completed by January 2015 with final design, bidding and construction following in the spring of 2015. Construction is anticipated to be completed by November 2015.

**COMPENSATION**

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates. We propose a budget of \$18,000 for the design survey services phase of the project.


The design survey services do not include preparing easement legal descriptions. During the design, easements will be identified and a separate amendment to this proposal prepared for this effort.

Please review this proposal and if it is acceptable, 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.



## MEMORANDUM

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

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Assistant Township Manager  
**DATE:** November 25, 2014  
**RE:** Connection Fee Special Assessment Lien – Cleary University

MANAGER'S REVIEW: \_\_\_\_\_

Clearly University has requested that the Township consider entering into a Special Assessment Agreement for the connection (tap in) fees associated with the student apartment building project. This agreement would allow a lien of connection fees onto the property taxes associated with that property. We are proposing dividing the connection fees into 6 payments with the first payment due immediately, and the remaining 5 payments to be levied on the winter tax bill for 5 subsequent years. The Agreement also provides for the Township to charge a 5% interest rate on the principle balance. Attached please find a copy of the proposed agreement.

The student housing apartment building consists of 21 units which equates to 21 REU's. At \$15,100 per REU for water and sewer, this project requires \$317,100 in new connection fees. The attached Agreement would divide this over 6 years into equal payments of \$52,850.00. Please note that the agreement provides for the owner to acknowledge and voluntarily agree to waive its rights to the Act 188 entitled public hearings and notice requirements.

In regard to this proposal please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Agreement for Payment of Connection Fee Charge with Cleary University and to authorize the Township Treasurer to levy a special assessment on parcel 4711-05-400-062 for the payment of connection fees in the amount of \$317,100.00 (21 REU) as provided in the Agreement.**

### **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

Heidi Bennett

**GENOA CHARTER TOWNSHIP**

**AGREEMENT FOR PAYMENT OF CONNECTION FEE CHARGE**

THIS AGREEMENT for Payment of Connection Fee Charges (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Genoa Charter Township, a Charter Township whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Township") and, Cleary University, a domestic non-profit corporation, whose address is 3750 Cleary Drive, Howell, Michigan 48843 (the "Owner").

WHEREAS, the Owner owns certain real estate located within the Township, the legal description of which is attached as Exhibit A (the "Property"), and which Property is identified as Tax Code Number 4711-05-400-062 and located at 3725 Cleary Drive, Howell, Michigan 48843;

WHEREAS, the Township has constructed a municipal water and sanitary sewer system (the "System") to serve certain areas of the Township, including the Property;

WHEREAS, in connection with the construction and financing of the Water/Sewer System and/or in connection with the Water/Sewer System providing service to the Property, a special assessment or other charge has been levied on the Property based on the original estimate that there were 6 Residential Equivalent Users ("REUs") associated with the Property;

WHEREAS, the use of the Property has changed over time and additional connection fees in the amount of 8 REU's have been paid associated with the Livingston Technical Academy and construction of the Johnson Center;

WHEREAS, the University has proposed to construct an 86 bed/21 unit student housing apartment building which will need an additional 21 REUs associated with the Property;

WHEREAS, the Township's standard policy is for the respective property owner to pay the charge for the additional REUs associated with such property (the "Additional Charge") in a single lump sum payment to the Township, such Additional Charge being equal to the difference between the number of REUs associated with the prior use of the Property and the number of REUs based on the revised use of the Property, multiplied by the current per REU charge;

WHEREAS, the Township Board has approved an exception to the standard policy for the payment of the Additional Charge associated with the Property;

WHEREAS, the Township and the Owner wish to enter into this Agreement to document the manner of the payment of the Additional Charge.

NOW, THEREFORE, in consideration of mutual promises, performances, covenants and payment obligations of the parties, it is hereby agreed as follows:

**Section 1. Original Assessment.** The parties confirm that a special assessment and additional connection charges have been previously levied on the Property, based on a use of 14 REUs for the Property.

**Section 2. Additional REUs and Additional User Charge.** Based on the Owner's revised plans for the Property, the Township has determined that there will be 21 REUs associated with the Property. As a result of such additional use, the Owner is obligated to pay to the Township \$317,100(the "Property Owner's Additional Charge") as a charge for the additional REUs associated with the Property, such amount equaling 21 REUs multiplied by the current per REU charge of \$15,100 (\$7,900 water/ \$7,200 sewer).

**Section 3. Payment of the Property Owner's Additional Charge.** Instead of paying the Property Owner's Additional Charge in a lump sum payment, the Owner has requested to pay such charge in six installment payments, plus interest. Accordingly, the Property Owner's Additional Charge shall be paid as follows: \$52,850.00 shall be paid by the Property Owner to the Township as to the date of this Agreement and the Property Owner shall pay five additional principal payments on the following dates:

<u>Payment Date</u>	<u>Principal Amount Due</u>
December 1, 2015	\$52,850.00
December 1, 2016	\$52,850.00
December 1, 2017	\$52,850.00
December 1, 2018	\$52,850.00
December 1, 2019	\$52,850.00

In addition to the principal amounts set forth above, on each such payment date the Property Owner shall pay accrued interest on the total outstanding principal amount of the Property Owner's Additional Charge at the rate of 5% per annum.

**Section 4. Special Assessment Lien.** The Owner and the Township agree that this Agreement shall constitute a special assessment lien on the Property in the amount of the Property Owner's Additional Charge pursuant to Act 188, Public Acts of 1954, as amended, MCL 41.721 et seq. ("Act 188"). The Owner specifically acknowledges that it is entitled to certain public hearings and notices pursuant to the provisions of Act 188, and the Owner voluntarily agrees to waive its rights to such public hearings and notices. The Owner specifically agrees that the special assessment lien created by this Agreement is a valid and binding lien, enforceable in accordance with the terms of Act 188 and the laws of the State of Michigan. The Township shall have all of the rights to enforce this lien as provided under Act 188 and the laws of the State of Michigan, including but not limited to imposing penalties and additional interest, placing delinquent special assessments on the Township's ad valorem property tax roll, selling the Property at a tax sale and disconnecting the Property from the Water/Sewer System. The Owner agrees that this Agreement, or a memorandum of this Agreement, may be recorded with the Livingston County Register of Deeds office. The Owner warrants, agrees and covenants with the Township that it shall take no action to challenge the lien created hereby and the Owner warrants, agrees and covenants that it will not take any other steps to question the legal effect of

the lien created by this Agreement. The Owner acknowledges that the lien created by this Agreement shall run with the land and shall be paid in accordance with this Agreement by any future owner of the Property. Furthermore, the Property Owner's Additional Charge shall be paid regardless of whether the Property makes full use of the additional 0.85 REUs associated with the Property.

**Section 5. Payment of Full Amount of Property Owner's Additional Charge.** In the event that the Owner challenges the enforceability of this Agreement, or in the event that the Township is prohibited for any reason from collecting the amounts due under Section 3 or any other section of this Agreement, then the Owner agrees to immediately pay to the Township the full amount of the Property Owner's Additional Charge that the Owner has not previously paid to the Township.

**Section 6. Operation and Maintenance Costs.** In addition to the original special assessment levied on the Property and the Property Owner's Additional Charge, the Property and the users of the Water/Sewer System located on the Property shall be subject to continuing operating and maintenance ("O&M") charges in accordance with the Township's policies and ordinances. The Property and the users of the Water/Sewer System shall also be subject to all other connection fees, tap in fees and other fees and charges for use of the System as set forth in any and all applicable Township policies and ordinances.

**Section 7. Property.** The Owner represents and warrants that it has fee simple legal title to the Property.

**Section 8. Ordinance Compliance.** The Owner acknowledges that the Owner is subject to and will comply with all present and future Township ordinances pertaining to the use of the Water and Sewer System.

**Section 9. Entire Agreement, Modification, Severability.** This Agreement contains the entire understanding between the parties and any representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void and will not alter the conditions set forth herein. The Agreement shall not be modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable, the remainder of the terms of the Agreement shall remain in full force and effect and shall not be affected by any such declaration.

**Section 10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

**Section 11. Due Authorization and Other Agreements.** The Owner agrees that the execution of this Agreement has been duly authorized by the Owner and does not conflict with any agreement, contract, instrument or other undertaking to which the Owner is a party.

**Section 12. Governing Law.** The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement.

**Section 13. Effective Date.** This Agreement shall be effective as of the date first written above.

*[Signatures appear on the following pages.]*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

**GENOA CHARTER TOWNSHIP**

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

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

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

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

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_, Notary Public,  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County.  
My commission expires: \_\_\_\_\_

**OWNER:**

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

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

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_, Notary Public,  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County.  
My commission expires: \_\_\_\_\_

**PREPARED BY:**  
James P. Kiefer  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, MI 48933

**WHEN RECORDED RETURN TO:**  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116



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Exhibit A  
Legal Description of the Property

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The land situated in the County of Livingston, Township of Genoa, State of Michigan, is described as follows:

Part of the Southeast  $\frac{1}{4}$  of Section 5, T2N-R5E: Beginning at the South  $\frac{1}{4}$  Corner of Section 5; thence along the North-South  $\frac{1}{4}$  line of Section 5 and the East line of Amended Plat of "Grand Oaks Commercial Park" as recorded in Liber 25 of Plats, Pages 40-41, Livingston County Records, N 02° 17' 10" E, 1094.27 feet (recorded as N 02° 18' 30" E, 1094.51 feet); thence S 82° 34' 46" E, 2.26 feet (recorded as S 86° 44' 03" E, 2.26 feet); thence S 88° 40' 21" E, 350.12 feet (recorded as S 88° 45' 00" E, 350.84 feet); thence S 01° 15' 00" W, 200.00 feet; thence S 88° 31' 00" E, 243.35 feet; thence N 01° 27' 55" E, 72.00 feet; thence S 60° 51' 00" E, 137.35 feet; thence N 29° 12' 13" E, 522.97 feet (recorded as N 29° 09' 00" E, 523.23 feet); thence along the Southerly Right of Way line of Grand River Avenue (100 foot wide Right of Way), S 60° 48' 55" E, 215.54 feet (recorded as S 60° 51' 00" E, 216.00 feet); thence S 20° 42' 05" W, 133.37 feet (recorded as S 20° 49' 00" W, 133.34 feet); thence southerly on an arc left, having a length of 77.61 feet, a radius of 230.00 feet, a central angle of 19° 19' 40", and a long chord which bears S 11° 02' 04" W, 77.22 feet; thence S 01° 22' 04" W (recorded as S 01° 29' 00" W); 358.87 feet; thence S 60° 51' 00" E, 193.29 feet; thence S 01° 32' 54" W (recorded as S 01° 29' W), 598.48 feet; thence along the South line of Section 5, N 89° 16' 17" W, 1282.22 feet (recorded as N 89° 18' 11" W, 1281.80 feet), to the POINT OF BEGINNING, containing 29.60 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue. Also subject to and including the use of Cleary Drive (66 foot wide Right of Way). Also subject to any other easements or restrictions of record.

GENOA TOWNSHIP  
SCHEDULE OF MEETINGS  
January 1, 2015 thru December 31, 2015

Meetings will be held at the Genoa Township Hall located at 2911 Dorr Road. The Township Board meets at 6:30 p.m., the Zoning Board of Appeals meet at 6:30 p.m. The Planning Commission meets at 6:30 p.m.

Regular meetings of the Township Board are generally scheduled for the first and third Monday of every month. The Planning Commission generally meets the second and if necessary, the fourth Monday; and the Zoning Board of Appeals usually meets the third Tuesday of each month. Holidays will occasionally disrupt the meeting schedules.

TOWNSHIP BOARD SCHEDULE

January 5 & 20, 2015	July 6 & 20, 2015
February 2 & 16, 2015	August 3 & 17, 2015
March 2 & 16, 2015	September 8 & 21, 2015
April 6 & 20, 2015	October 5 & 19, 2015
May 4 & 18, 2015	November 2, 2015
June 1 & 15, 2015	December 7, 2015

PLANNING COMMISSION SCHEDULE

January 12, 2015	July 13, 2015
February 9, 2015	August 10, 2015
March 9, 2015	September 14, 2015
April 13, 2015	October 13, 2015
May 11, 2015	November 9, 2015
June 8, 2015	December 14, 2015

ZONING BOARD OF APPEALS SCHEDULE

January 13, 2015	July 21, 2015
February 17, 2015	August 18, 2015
March 17, 2015	September 15, 2015
April 21, 2015	October 20, 2015
May 19, 2015	November 10, 2015
June 16, 2015	December 8, 2015

Signed: Paulette A. Skolarus  
Genoa Township Clerk

Notice Posted on Front Display  
Nov. 1, 2014 thru Dec. 31, 2015

(Policy/schedule of meetings)

Date: Nov. 20, 2014

To: Genoa Township Staff  
From: Polly Skolarus & Robin Hunt

For your records the following holidays are scheduled for 2015:

New Year's Day	January 1, 2015
Floating Holiday	January 2, 2015
Martin Luther King Day	January 19, 2015
Good Friday	April 3, 2015
Memorial Day	May 25, 2015
Independence Day	July 3, 2015
Labor Day	September 7, 2015
Columbus/Stornant Day	October 12, 2015
Thanksgiving Day	November 26, 2015
Friday following Thanksgiving	November 27, 2015
Christmas Eve	December 24, 2015
Christmas Day	December 25, 2015
New Years Eve	December 31, 2015
New Year's Day	January 1, 2016

Policy/holidays



# Livingston County Department of Planning

**Kathleen J. Kline-Hudson**  
AICP, PEM  
Director

November 17, 2014

**Robert A. Stanford**  
AICP, PEM  
Principal Planner

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

**Scott Barb**  
PEM  
Principal Planner

Dear Gary,

Thank you once again for letting County Planning use the beautiful Genoa Township hall on November 12 for the Livingston County Planning Brown Bag Lunch!

As usual, we had good attendance at your central location within the County, and it was wonderful to have set-up assistance from Kathryn Poppy and other staff. If you would like to view our program on the WALLY transportation system and Green Infrastructure, they are available on the County Planning website at: <http://www.livgov.com/plan/Pages/lunchnlearn.aspx>

We're fortunate to have your participation in this Brown Bag Lunch Series. Thanks again for helping to make this program a success!

Sincerely,

Kathleen J. Kline-Hudson

c: Kathryn Poppy

## Department Information

Administration Building  
304 E. Grand River Avenue  
Suite 206  
Howell, MI 48843-2323

(517) 546-7555  
Fax (517) 552-2347

Web Site  
[co.livingston.mi.us](http://co.livingston.mi.us)

## Mike Archinal

---

**From:** David <sukosky@comcast.net>  
**Sent:** Monday, November 24, 2014 4:20 PM  
**To:** Mike Archinal  
**Subject:** Re: Glenway Drive

Mike -

They did a really nice job filling the cracks on the street. Thank you again and have a great Thanksgiving season.

- David Sukosky (5405 Glenway Drive)

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**From:** "Mike Archinal" <Mike@genoa.org>  
**To:** "David" <sukosky@comcast.net>  
**Sent:** Tuesday, October 14, 2014 9:54:45 AM  
**Subject:** RE: Glenway Drive

David,

The crews are in town and Glenway is on the list for crack sealing. Should be done this fall. Let me know if you have any questions.

Mike

---

**From:** David [<mailto:sukosky@comcast.net>]  
**Sent:** Tuesday, October 14, 2014 8:45 AM  
**To:** Mike Archinal  
**Subject:** Glenway Drive

Mike -

Just before the start of summer we spoke regarding our newly resurfaced street (Glenway Drive) and while the project turned out great, we discussed some horizontal settling cracks that appeared in different sections due to last winter's harsh cold. You mentioned that a crew would be doing that type of crack fill throughout the township and that new streets, like ours, were a priority to maintain appearance/integrity. I noticed that Oak Pointe just had all of their street cracks filled last week (I realize that it is a private street), but it reminded me that our street was never done over the summer. Is there any chance of getting this done before the winter snow arrives? Thanks again.

David Sukosky  
5405 Glenway Drive  
Brighton, MI 48116

Phone 810-220-2292

10 Board 12/11/2014



November 20, 2014

Polly Skolarus, Clerk  
Township of Genoa  
2911 Dorr Rd.  
Brighton, MI 48116

RE: Important Information—Price Changes

Dear Ms. Skolarus:

We are committed to constantly improving our customers' entertainment and communications experience in Genoa, and we continue to invest in making their services even better. As we make these and other investments, we periodically need to adjust prices due to increases we incur in programming and other business costs. Starting January 1, 2015, new prices will apply to select XFINITY TV services and equipment as reflected in the enclosed schedule.

Among these price changes, we have itemized a Regional Sports fee for customers receiving Digital Starter service tiers and above to offset the rising costs of delivering regional sports networks.

We are committed to providing our customers with a consistently superior experience, including 24/7 customer service and on-time arrival—or we'll credit the customer \$20 or provide a free premium channel for three months. We back up our services with the Comcast Customer Guarantee (visit [www.comcast.com/guarantee](http://www.comcast.com/guarantee) for details).

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 734-254-1888.

Sincerely,

Frederick G. Eaton  
Senior Manager, External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

Enclosure

## Schedule of video-related price changes; effective January 1, 2015

<b><u>VIDEO &amp; OTHER FEES (Monthly unless noted otherwise)</u></b>	<b><u>CURRENT PRICE</u></b>	<b><u>NEW PRICE</u></b>
Broadcast TV Fee	\$1.50	\$3.25
Regional Sports Network Fee	-	\$1.00
Service Protection Plan	\$3.95	\$4.95
Limited Basic Only Converter	\$0.99	\$1.00
Digital Adapter Additional Outlet Service	\$1.99	\$2.99
HD DVR Service	\$8.00	\$10.00
Hourly Service Charge	\$60.00	\$70.00
In-Home Service Visit (Xfinity TV)	\$60.00	\$70.00
Change of Service (No in-home visit required)	\$2.99	-

Certain services available separately or as a part of other levels of service. Comcast service is subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Recovery Fee, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). Prices, services and features are subject to change. If you are a video service customer and you own a compatible digital converter or CableCARD device, please call 1-800-XFINITY for pricing information or visit [www.comcast.com/equipmentpolicy](http://www.comcast.com/equipmentpolicy). ©2015 Comcast. All rights reserved.