

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
APRIL 6th, 2009
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: 3-16-09 as amended.
3. Request for approval of a special use application and sketch plan for an existing contractors yard with outdoor storage located at 1150 Victory Drive, Howell, Sec. 5, petitioned by TJ Mark LLC on behalf of ISCO.
4. Request for an award of lawn mowing contracts for Lake Edgewood Wastewater Plant, Oak Pointe Wastewater Plant and Genoa Township Hall to Cooper's Turf Management.
5. Request for approval of a quit claim deed conveying property from Genoa Charter Township to the Livingston County Road Commission for Whitehorse Drive right-of-way.

Approval of Regular Agenda:

6. Request for approval of an amendment to the Livingston Commons PUD, PUD Plan and environmental impact assessment for property located at the SW corner of Grand River and Latson Road. Sec. 5, petitioned by RG Properties.
7. Discussion regarding Old Township Hall lease.
8. Discussion regarding Howell Area Parks and Recreation Authority 2009/2010 proposed budget.
9. Request for approval of a credit card resolution as provided by Chase Bank.
10. Request for approval of appointments to the Fire Advisory Committee.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: April 6, 2009

TOWNSHIP GENERAL EXPENSES: Thru April 6, 2009	\$64,269.60
March 20, 2009 Bi-Weekly Payroll	\$34,252.95
March 27, 2009 Quarterly Payroll	\$11,890.20
April 1, 2009 Monthly Payroll	\$11,290.32
April 3, 2009 Bi-Weekly Payroll	\$31,156.65
OPERATING EXPENSES: Thru April 6, 2009	\$128,218.38
TOTAL:	\$281,078.10

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25146	LivCTrea	Livingston County Treasurer	03/16/2009	17,368.23
25147	Kreis	Barbara Kreis	03/16/2009	9,762.98
25148	Administ	Total Administrative Services	03/20/2009	446.12
25149	Equitabl	Equivest Unit Annuity Lock Box	03/20/2009	220.00
25150	Equitabl	Equivest Unit Annuity Lock Box	03/27/2009	20.00
25152	SOM-TRE	State Of Mich- Dept Of Treasur	03/27/2009	3,328.97
25153	ADT	ADT Security Services, Inc.	03/30/2009	356.16
25154	AT&TLONG	AT&T Long Distance	03/30/2009	28.69
25155	ATT& IL	AT&T	03/30/2009	707.22
25156	BOB'S TI	Bob's Tire & Auto, Inc.	03/30/2009	14.50
25157	COMCAST	COMCAST	03/30/2009	94.04
25158	CONSUMER	Consumers Energy	03/30/2009	608.78
25159	DTE EN	DTE Energy	03/30/2009	171.22
25160	DTE LAKE	DTE Energy	03/30/2009	995.53
25161	EHIM	EHIM, INC	03/30/2009	3,616.61
25162	ETNA SUP	Etna Supply Company	03/30/2009	8,667.74
25163	FED EXPR	Federal Express Corp	03/30/2009	47.30
25164	HEIKKINE	Heikkinen Law Firm	03/30/2009	2,021.00
25165	IBEC COM	IBEC, Inc.	03/30/2009	289.50
25166	LIVGIS	Livingston County IT/GIS Div.	03/30/2009	300.00
25167	MASTER M	Master Media Supply	03/30/2009	686.89
25168	Miller C	Miller,Canf,Paddock,&Stone,PLC	03/30/2009	658.61
25169	Net serv	Network Services Group, L.L.C.	03/30/2009	45.00
25170	NOVI FEN	Novi Fence	03/30/2009	200.00
25171	PETTYCAS	Petty Cash	03/30/2009	143.00
25172	PFEFFER	Pfeffer, Hanniford, Palka	03/30/2009	5,425.00
25173	PRINTING	PRINTING SYSTEMS	03/30/2009	310.58
25174	SHELL	Shell	03/30/2009	278.23
25175	T.BLOOME	T.BLOOMER	03/30/2009	375.00
25176	Tetra Te	Tetra Tech Inc	03/30/2009	1,335.72
25177	Unum	Unum Provident	03/30/2009	1,098.63
25178	VERIZONW	Verizon Wireless	03/30/2009	696.91
25179	Administ	Total Administrative Services	04/01/2009	125.00
25180	Equitabl	Equivest Unit Annuity Lock Box	04/01/2009	20.00
25181	Administ	Total Administrative Services	04/03/2009	399.97
25182	Equitabl	Equivest Unit Annuity Lock Box	04/03/2009	220.00
25183	ARCHINAL	Michael Archinal	04/06/2009	500.00
25184	BUS IMAG	Business Imaging Group	04/06/2009	50.68
25185	CONTINEN	Continental Linen Service	04/06/2009	66.00
25186	EHIM	EHIM, INC	04/06/2009	721.93
25187	HUMPHT	Tesha Humphriss	04/06/2009	500.00
25188	HUNTR	ROBIN HUNT	04/06/2009	41.36
25189	MAGUIRE	Maguire Mailing Systems	04/06/2009	330.00
25190	Perfect	Perfect Maintenance Cleaning	04/06/2009	923.00
25191	SECMAA	S.E.C.M.A.A.	04/06/2009	15.00
25192	SKOLAR P	Paulette Skolarus	04/06/2009	38.50

Report Total: 64,269.60

Accounts Payable
Computer Check Register



User: sue
Printed: 03/16/2009 - 12:31
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25148	Administ	Total Administrative Services	03/20/2009		446.12
			Check 25148 Total:		446.12
9689	AETNA LI	Aetna Life Insurance & Annuity	03/20/2009		25.00
			Check 9689 Total:		25.00
9690	EFT-FED	EFT- Federal Payroll Tax	03/20/2009		3,980.37 2,024.45 2,024.45 473.45 473.45
			Check 9690 Total:		8,976.17
9691	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/20/2009		725.12
			Check 9691 Total:		725.12
25149	Equitabl	Equivest Unit Annuity Lock Box	03/20/2009		220.00
			Check 25149 Total:		220.00
9692	FIRST NA	First National Bank	03/20/2009		300.00 2,395.00 21,165.54

Check 9692 Total:

23,860.54

Report Total:

34,252.95

**First National
Direct Deposit
MARCH 20, 2009
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,009.21
Amy Ruthig		\$888.62
Angela Williams		\$721.35
Carol Hanus		\$1,256.05
Cindy Howard		\$808.55
Dave Estrada		\$964.54
Deborah Rojewski		\$2,238.41
Genoa Township	\$23,860.54	
Greg Tatara		\$2,301.62
Judith Smith		\$1,125.61
Karen J. Saari		\$904.07
Kelly VanMarter		\$1,604.21
Laura Mroczka		\$1,540.96
Mary Krencicki		\$506.51
Michael Archinal		\$2,449.22
Renee Gray		\$901.62
Robin Hunt		\$1,229.42
Susan Sitner		\$312.93
Tammy Lindberg		\$957.16
Tesha Humpriss		\$2,140.48
Total Deposit		\$23,860.54

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: sue
Printed: 03/18/2009 - 14:17
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9693	EFT-FED	EFT- Federal Payroll Tax	03/27/2009		45.44 309.69 309.69 72.43 72.43
Check 9693 Total:					809.68
25150	Equitabl	Equivest Unit Annuity Lock Box	03/27/2009		20.00
Check 25150 Total:					20.00
9694	FIRST NA	First National Bank	03/27/2009		4,457.83
Check 9694 Total:					4,457.83
25151 - void 25152	SOM-TRE	State Of Mich- Dept Of Treasur	03/27/2009	1st QTR 2009	3,328.97 9,931.66
Check 25151 Total:					3,328.97 9,931.66
Report Total:					15,219.17 11,890.20

Accounts Payable
Computer Check Register



User: sue

Printed: 03/18/2009 - 14:40

Bank Account: 101CH

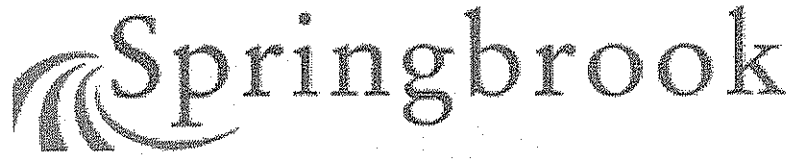
Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25152	SOM-TRE	State Of Mich- Dept Of Treasur	03/27/2009	MARCH 2009	<u>3,328.97</u>
			Check 25152 Total:		<u>3,328.97</u>
			Report Total:		<u>3,328.97</u>

**First National
Direct Deposit
Quarterly Payroll
MARCH 2009**

<u>Employee Name</u>	<u>Credit Amount</u>	<u>Debit Amount</u>
Genoa Township		\$4,457.83
Adam VanTassel	\$381.50	
Barbara Figurski	\$690.25	
Dean Tengel	\$295.52	
Diana Lowe	\$295.52	
Doug Brown	\$609.51	
H.J. Mortensen	\$295.52	
Joseph Perri	\$295.52	
Kevin Brady	\$443.28	
Michael Howell	\$457.13	
Steve Wildman	\$422.40	
Laura Brookins	\$271.68	
Total Deposit	<u><u>\$4,457.83</u></u>	

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Internet: _____
Date: _____

Accounts Payable
Computer Check Register



User: sue

Printed: 03/26/2009 - 11:28

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25179	Administ	Total Administrative Services	04/01/2009		125.00
			Check 25179 Total:		125.00
9698	EFT-FED	EFT- Federal Payroll Tax	04/01/2009		1,929.91 676.73 676.73 158.28 158.28
			Check 9698 Total:		3,599.93
9699	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/01/2009		193.33
			Check 9699 Total:		193.33
25180	Equitabl	Equivest Unit Annuity Lock Box	04/01/2009		20.00
			Check 25180 Total:		20.00
9700	FIRST NA	First National Bank	04/01/2009		7,302.06 50.00
			Check 9700 Total:		7,352.06
			Report Total:		11,290.32

**First National
Direct Deposit
APRIL 1, 2009
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$7,352.06	
Adam Van Tassel		\$527.03
Gary McCririe		\$2,008.00
H.J. Mortensen		\$580.49
Jean Ledford		\$468.25
Paulette Skolarus		\$3,121.64
Steve Wildman		\$316.80
Todd Smith		\$329.85
Total Deposit		<u><u>\$7,352.06</u></u>

Accounts Payable
Computer Check Register



User: sue
Printed: 03/27/2009 - 10:51
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25181	Administ	Total Administrative Services	04/03/2009		399.97
Check 25181 Total:					399.97
9701	AETNA LI	Aetna Life Insurance & Annuity	04/03/2009		25.00
Check 9701 Total:					25.00
9702	EFT-FED	EFT- Federal Payroll Tax	04/03/2009		3,664.82 1,841.73 1,841.73 430.72 430.72
Check 9702 Total:					8,209.72
9703	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/03/2009		725.12
Check 9703 Total:					725.12
25182	Equitabl	Equivest Unit Annuity Lock Box	04/03/2009		220.00
Check 25182 Total:					220.00
9704	FIRST NA	First National Bank	04/03/2009		300.00 895.00 20,381.84

Check 9704 Total:

21,576.84

Report Total:

31,156.65

**First National
Direct Deposit
APRIL 03, 2009
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,009.21
Amy Ruthig		\$1,023.11
Angela Williams		\$590.07
Carol Hanus		\$1,256.05
Dave Estrada		\$964.54
Deborah Rojewski		\$2,238.41
Genoa Township	\$21,576.84	
Greg Tatara		\$2,301.62
Judith Smith		\$1,107.60
Karen J. Saari		\$904.07
Laura Mroccka		\$1,540.96
Mary Krencicki		\$506.51
Michael Archinal		\$2,449.22
Renee Gray		\$901.62
Robin Hunt		\$1,229.42
Susan Sitner		\$507.49
Tammy Lindberg		\$906.46
Tesha Humphriss		\$2,140.48
Total Deposit		\$21,576.84

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03/30/09

#595 PINE CREEK W/S FUND

Payment of Bills

March 11 - 31, 2009

Type	Date	Num	Name	Memo	Amount
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no checks issued

4:25 PM
03/30/09

#592 OAK POINTE WATER/SEWER FUND

Payment of Bills

March 11 - 31, 2009

Type	Date	Num	Name	Memo	Amount
Check	03/23/2009	1351	AT & T	3/13 - 4/12/09	-457.04
Check	03/23/2009	1352	BRIGHTON ANALYTICAL LLC	testing	-134.00
Check	03/23/2009	1353	BREHOB	Maintenance Contract	-403.97
Check	03/23/2009	1354	FONSON, INC.	inv# 8229	-245.00
Check	03/23/2009	1355	FASTENAL	supplies MIBRG49723	-35.24
Check	03/23/2009	1356	HOWELLTRUE VALUE HARDWARE	supplies- 03/09/09	-53.02
Check	03/23/2009	1357	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.		-30,115.72
Check	03/23/2009	1358	TETRA TECH, INC.	Inv# 50240689	-95.00
Check	03/30/2009	1359	BRIGHTON ANALYTICAL LLC	testing	-134.00
Check	03/30/2009	1360	GRUNDY ACE OF HOWELL		-25.96
Check	03/30/2009	1361	DUBOIS COOPER ASSOCIATES INCORPORATE	Supplies	-2,011.01
Check	03/30/2009	1362	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.		-76.29
Check	03/30/2009	1363	LIVINGSTON COUNTY DRAIN COMMISSION	inv#1837	-638.38
Check	03/30/2009	1364	CORRPRO COMPANIES	repairs - S/N 75728	-580.00
Check	03/30/2009	1365	HOWELLTRUE VALUE HARDWARE	Customer# 451339	-133.61
Check	03/30/2009	1366	WASTE MANAGEMENT	Acct#389-0000590-1389-6	-91.89
Check	03/30/2009	1367	AT & T	3/22/ thru 4/21/09	-66.70
Total					-35,296.83

4:28 PM
03/30/09

#592 OAK POINTE WATER/SEWER FUND

Capital Improvement

Payment of Bills

March 11 - 31, 2009

Type	Date	Num	Name	Memo	Amount
Check	03/16/2009	1045	TRI SQUARE CONSTRUCTION LLC	Genoa Twp Pump Station	-1,375.00
Check	03/16/2009	1046	FEDEWA, INC	Project# 12736-09-002-W-1	-72,356.75
Check	03/20/2009	1047	FONSON, INC.	Invoice# 8228	-438.00
Check	03/20/2009	1048	TETRA TECH, INC.	Inv#50240696	-1,471.26
Check	03/20/2009	1049	Gregory Tatara		-53.00
Check	03/30/2009	1050	LIVINGSTON COUNTY DRAIN COMMISSION	January/February 09	-3,438.82
Total					-79,132.83

4:34 PM
03/30/09

#504 DPW RESERVE FUND

Payment of Bills

March 11 - 31, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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no checks issued

4:31 PM
03/30/09

#503 DPW UTILITY FUND

Payment of Bills

March 11 - 31, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	03/23/2009	1223	FASTENAL COMPANY	Inv#MIBREG49710	-40.29
Check	03/23/2009	1224	LOWE'S	Acct# 9900 641641 8	-1,568.64
Check	03/23/2009	1225	TELECOM	Inv# 2214	-65.00
Check	03/30/2009	1226	ESRI	Customer# 292612	-2,869.43
Check	03/30/2009	1227	Livingston County IT Department	Order# 5196	-300.00
Check	03/30/2009	1228	McDonald Modular Solutions	Contract# O09780	-375.00
Check	03/30/2009	1229	NORTHWEST ENERGY	Acct# 55097250	-387.88
Check	03/30/2009	1230	GRUNDY ACE OF HOWELL	Inv# 64381	-11.94
Check	03/30/2009	1231	SEVERN TRENT ENVIRONMENTAL SERVICES I	Customer #1-01774	-388.87
Total					-6,007.05

4:22 PM
03/30/09

#593 LAKE EDGEWOOD W/S FUND

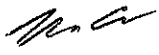
Payment of Bills

March 11 - 31, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	03/23/2009	1500	AT&T	3/13/ thru 4/12/09	-310.94
Check	03/23/2009	1501	Brighton Analytical L.L.C.	Inv#0309-62083	-67.00
Check	03/23/2009	1502	Consumers Energy	Gas Service2/8/09-3/9/09	-1,574.98
Check	03/23/2009	1503	DTE Energy	Electric Service1/31/09 - 3/03/09	-3,479.42
Check	03/23/2009	1504	FONSON, INC.	Inv#8230	-1,086.50
Check	03/30/2009	1505	PVS NOLWOOD CHEMICALS, INC	Chemical Drums	-624.60
Check	03/30/2009	1506	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv#20406482	-2.34
Check	03/30/2009	1507	Brighton Analytical L.L.C.	Inv#0309-62083	-67.00
Check	03/30/2009	1508	FONSON, INC.	Inv#8244	-392.00
Check	03/30/2009	1509	GEOCORP, INC	Order# 84903	-176.89
Total					-7,781.67

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 4/3/09

RE: 3/16/09 Minutes amendment

Because the lease of the Old Township Hall has expired the United Way is somewhat concerned about their standing relative to the use of the building. You may recall that after the motion was made I asked about this specifically and the Board stated that the lease should continue on a month to month basis with no charge. Adding the following amendment to the 3/16 minutes would help allay their concerns. Please consider the following amendment (*in italics*):

4. Request for approval of an amendment to the lease with Livingston County United Way in regards to the previous Genoa Township hall located at 2980 Dorr Road. It was the consensus of the board to have the Administrative Committee to meet with the United Way to discuss the reason behind their request. Moved by Ledford, supported by Smith, to table the request until the next regular meeting of the board. The motion carried unanimously. *Manager Archinal asked a question regarding the status of the lease since it technically expires at the end of the month. The consensus of the Board was that the lease would continue on a month to month basis at no charge to the United Way.*

**GENOA CHARTER TOWNSHIP
PUBLIC HEARING AND REGULAR MEETING
MARCH 16, 2009
6:30 P.M.**

MINUTES

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

A Call to the Public was made with the following response: Mark Jones – I am sorry to see Item 6 (Discussion regarding Genoa Charter Township's continuing participation in the Brighton Area Fire Authority.) on the Agenda. I hope we can make some changes. I retired last year and will be glad to assist. Steve Moor – I am concerned with Item 6. Congratulations to the board for making the right move.

Approval of Regular Agenda:

Moved by Ledford, supported by Smith, to approve for action all items listed under the Regular Agenda. The motion carried unanimously.

1. Payment of Bills

Moved by Wildman, supported by Ledford, to approve the payment of bills. The motion carried unanimously.

2. Request to approve minutes: 3-2-09

Moved by Mortensen, supported by Ledford, to approve the Minutes of 03/02/09 with the addition of a memo concerning the credit card Resolution that there will only be two cards held by the township. The corrected minutes were voted and carried unanimously.

3. Public Hearing and approval of the township general fund budget for the Fiscal Year 2009/2010: 212 (Liquor Law), 261 (Future Road Improvement), 262 (Fire Construction), 264 (Road Lake Improvement Advances) 270 (Future Parks and Recreation), 271 (Buildings and Grounds) and the DPW Funds: 503 (DPW Utility) and Debt Service Funds #854 thru #876.

Disposition of the General Fund Budget. A call to the public was made with no response. Moved by Mortensen, supported by Smith, to approve the Budget for the General Fund for fiscal 2009/10 as presented. The motion carried unanimously.

B. Disposition of General fund accounts: 212 (Liquor Law), 261 (Future Road Improvement), 262 (Fire Construction), 264 (Road/Lake Improvement Advances) 270 (Future Parks and Recreation), 271 (Buildings and Grounds).

A call to the public was made with no response. Moved by Skolarus, supported by Hunt, to approve the budgets for the following funds: 212, 261, 262, 264, 270 and 271. The motion carried unanimously.

C. Disposition of DPW accounts of 503 (DPW Utility) and 504 (DPW Reserve). A call to the public was made with no response. Moved by Skolarus, supported by Ledford, to approve the budgets for DPW Funds 503 and 504. The motion carried unanimously.

D. Disposition of Debt Service Fund accounts: 854 thru 876. A call to the public was made with no response. Moved by Ledford, supported by Skolarus, to approve the budgets for the Debt Service Funds 854 thru 876 as presented. The motion carried unanimously.

4. Request for approval of an amendment to the lease with Livingston County United Way in regards to the previous Genoa Township hall located at 2980 Dorr Road.

It was the consensus of the board to have the Administrative Committee to meet with the United Way to discuss the reason behind their request. Moved by Ledford, supported by Smith, to table the request until the next regular meeting of the board. The motion carried unanimously.

5. Request for approval to enter into a three party agreement with Fonson Construction and Oceola Township for the placement of crushed limestone on Golf Club Road.

Moved by Mortensen, supported by Smith, to approve the agreement with Oceola Township and Fonson Construction for the installation of 15,840 linear feet of 23A crushed limestone on Golf Club Road at an approximate cost of \$218,245.00. The motion carried unanimously.

6. Discussion regarding Genoa Charter Township's continuing participation in the Brighton Area Fire Authority.

McCririe – Mayor Lawrence called me a week before the previous fire authority meeting and asked that the chief's evaluation be removed from the agenda because the full board would not be in attendance. Then ten minutes before the next regularly scheduled meeting (03/12/09) Lawrence advised me of her intention to amend the agenda to include discussion related to the fire chief. It is apparent to me that there are different meeting styles within that organization (Brighton Fire Authority). This action is not only unprofessional but suspect. Genoa Township is the largest contributor to that organization. Genoa Township should begin discussing how to best serve our community. I am asking for an independent analysis of the budget of the fire authority and to convene a committee in Genoa Township for the review of participation in the Brighton Fire Authority and whether it appropriate to look at participating with other municipalities or create our own authority. Under no circumstances are we looking to diminish the already stellar fire protection but rather analyze whether there is a more cost effective and way to deliver that service. After that is complete we will respond to the action of the Brighton Fire Authority.

Smith – There is an obligation of the fire authority to do business in public. There appears to be a management program that is occurring behind closed doors. Mr. Corrigan does not answer to the tax payers. He supplies fuel to the authority and sits on the board of directors. Mr. Corrigan should submit his resignation as well as others on the board associated with this decision who is employed by Corrigan.

Mortensen – We need to serve our taxpayers within this community and we have other options that need to be considered.

Skolarus – We have damaged the reputation of our fire chief and opened the township to binding arbitration. If the authority was not pleased with the fire chief they should have been asked for his resignation and offered a severance package.

It was the consensus of the board to have the supervisor appoint a committee to examine the township's long term options as they relate to fire protection.

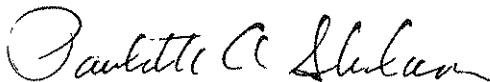
7. Consider adjustment to the Board of Review member's hourly rate.

Moved by Skolarus, supported by Mortensen, to establish salaries for the board of review at \$15.91 per hour. The motion carried unanimously.

Mortensen- The Planning Commission to discuss the PUD agreement with Livingston Commons (Lowes/Walmart) and there are traffic issues that are not addressed in the agreement.


Smith – Please include discussion of the Howell Parks and Recreation budget in the next agenda.

The public hearing and regular meeting of the board was adjourned at 7:20 p.m.



Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 03/20/09)

TO: Township Board
FROM: Michael Archinal, Township Manager 
DATE: March 26, 2009
RE: ISCO Special Use Permit (1150 Victory Drive)

Based on a recommendation from the Planning Commission, staff suggests the following action regarding the proposed Special Land Use, Impact Assessment and Site Plan for a contractor's outdoor storage yard located in the Industrial zoning district at 1150 Victory Drive, Howell (11-05-303-013)

Special Use Permit: approval with the following conditions listed below because meets the requirements of section 19.03 regarding outside storage and is consistent with the neighboring uses, zoning and Township Master Plan.

1. Only non-hazardous materials will be stored in the outside storage area;
2. A limited number of items will be permitted which exceed the height of the fence line and they will be stored in a rear southeast quadrant, directly behind the building;
3. The existing lighting will be brought to conform with the ordinance, to be verified by Township staff prior to the issuance of the special use permit;
4. The approval of the site plan and environmental impact assessment;

Impact assessment (dated 1-27-09): approval.

Site Plan (dated 3-18-09): approval.

RECEIVED

NOV 19 2008

GENOA TOWNSHIP

APPLICATION FOR SPECIAL LAND USE
GENOA TOWNSHIP

APPLICANT NAME & ADDRESS*: T J Mark LLC
OWNER'S NAME & ADDRESS*: 926 Baxter Ave., Louisville, KY 40204
SITE ADDRESS: 1150 Victory Drive PARCEL #(s): 4711-05-303-013
APPLICANT PHONE: () 502-318-6642 OWNER PHONE: ()

Location and brief description of site and surroundings:

Parcel is 3.57 acres located on West side of Victory Drive approx. 1/2 mile South of Grand River Ave. The existing building has 2000 s.f. office and 8000 s.f. warehouse. The property to the West of the building has been used for contractors storage for approximately 12 years.

Proposed Use:

Isco Industries a supplier of pipe and pipe supplies is requesting a Special Use Permit to allow the outdoor storage as a Contractor's yard and material storage.

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 property is located near the South end of Victory Drive with existing outdoor storage to the North and South. The use is compatible with the surrounding area and there will be minimal impacts from the continued use of the property.

- 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.

Fencing exists on the North and South sides of the proposed outdoor storage. The West side is bermed 6'+/-. Added landscaping will enhance the buffering. Crushed aggregate is to be placed in the storage area storage materials will not exceed 6 ft. above grade.

- 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?

The existing building and site has been used similarly over the past 10-12 years (golf course construction). No changes in use are proposed. Water and sewer use are typical of domestic use.

- 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?

The site will not involve uses or activities that will create excessive traffic, noise, vibration etc.

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.

The proposed use (contractors yard with outdoor storage of materials, equipment and machinery) meets the minimum lot size, maneuverability requirement, office space, setback requirements. The material stored is primarily pipe and appurtance sand will not exceed 6' in height.

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 TJ MARK LLC MARK KIRCHDORFER STATES THAT THEY ARE THE FREE OWNER* OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: 

ADDRESS: 926 Baxter Avenue Louisville KY 40204

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

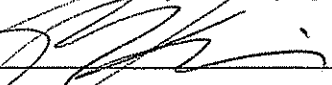
Contact Information - Review Letters and Correspondence shall be forwarded to the following:

<u>1) James Barnwell</u>	<u>of Desine INC</u>	<u>at (810) 227 9533</u>
Name	Business Affiliation	Fax No.

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

FEE EXCEEDANCE AGREEMENT

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

SIGNATURE:  DATE: 11/14/08
PRINT NAME: Mark Kirchdorfer PHONE: 502-318-6642
ADDRESS: 926. Baxter Ave., Louisville, KY 40204

RECEIVED
NOV 19 2008
GENOA TOWNSHIP

GENOA TOWNSHIP
APPLICATION FOR SKETCH PLAN REVIEW

TO THE GENOA TOWNSHIP PLANNING COMMISSION:

APPLICANT NAME & ADDRESS*: T J Mark LLC 11-05-303-013

OWNER'S NAME & ADDRESS*: 926 Baxter Ave., Louisville, KY 40204

SITE ADDRESS: 1150 Victory Drive PARCEL #(s): 4711-05-303-013

APPLICANT PHONE: () 502-318-6642 OWNER PHONE: ()

LOCATION AND BRIEF DESCRIPTION OF SITE: Parcel is 3.57 acres located on west side of Victory Drive approx. 1/2 mile South of Grand River Ave. The existing building has 2000 s.f. office and 8000 s.f. warehouse. The property to the West of the building has been used for contractors storage for approx. 12 years.

BRIEF STATEMENT OF PROPOSED USE: The applicant is applying for a Special Use for a Contractors Storage Yard, primarily pipe and appurtenances. The occupant is ISCO Industries.

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: Landscaping and buffering is being proposed with a gravel storage outdoor storage yard.

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: Mark Kirchdorfer

ADDRESS: 926 Baxter Avenue , Louisville, KY 40204

*If applicant is not the owner, a letter of Authorization from Property Owner is needed.

Contact Information - Review Letters and Correspondence shall be forwarded to the following:
1.) James M. Barnwell of Desine Inc. at () 810-227-9533
Name Business Affiliation Fax No.

FEE EXCEEDANCE AGREEMENT
All sketch plans are allocated one (1) consultant review and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.
SIGNATURE: [Signature] DATE: 11/14/08
PRINT NAME: Mark Kirchdorfer PHONE: 502-318-6642

in the State, County and Township. Support by Dean Tenge. **Motion carried unanimously.**

OPEN PUBLIC HEARING # 2... Request for an extension for site plan and impact assessment approval for a proposed 96-unit condominium development located at the northeast intersection of Chilson Road and the Chesapeake & Ohio Railroad line. Sec. 6, petitioned by Bayfield Homes of Howell, Inc. (Aspen Glen).

Kelly VanMarter advises the Planning Commission that petitioner would be traveling several hours to attend the meeting, so they will not be here.

Planning Commission disposition of petition

- A. Disposition of approval extension for the site plan and impact assessment from 1-12-09 thru 1-12-10.

Motion by James Mortensen to extend the site plan and impact assessment from 1/12/09 through 1/12/10 due to the current economic conditions in the State, County and Township. Support by Barbara Figurski. **Motion carried unanimously.**

OPEN PUBLIC HEARING #3... Review of special use application and sketch plan for an existing contractors yard with outdoor storage located at 1150 Victory Drive, Howell, Sec. 5, petitioned by TJ Mark LLC.

James Barnwell appeared before the Planning Commission on behalf of the petitioner. A sketch plan was presented. Residential property is to the west of the property. Industrial is to the north, south and east. He believes the proposed area is conducive to outdoor storage.

Petitioner proposes to place planting along the west side of the property for a screen. There is an existing six foot berm. The existing storage area will be re-graded and the remaining area will have top soil and grass seed applied. Three canopy trees and shrubs are needed for the front of the site. An additional eight canopy trees and 10 evergreen trees will need to be placed in the rear buffer zone (west side) to be in compliance. The Planning Commission may consider a reduction in landscaping on the sides because a storage yard is located to the north and south side of this site. Petitioner agrees to meet the requirements as it relates to the west side.

Jeff Purdy discusses 11/24/08 review letter. The gravel surfacing of the outdoor storage is discussed. The creation of dust must be taken into consideration. Currently, pipe material is stored at this location. Photographs taken today of the site were provided to the Commission for review.

Jeff Purdy discusses existing lighting and suggests that it must be brought into compliance with the ordinance, if it is not already. Shields should be placed on the light fixtures on the back of the building.

Dumpsters must be located inside an enclosure. Jeff Purdy indicates the Planning Commission has some latitude as to enclosure requirements because it's an existing site.

Chairman Brown indicates petitioner has indicated they will have nothing taller than the berm in the storage yard. This is incorrect. Many pieces of heavy equipment are taller, as are semi truck trailers. All items taller than the fence should be stored/parked on the south east quadrant of the site.

Tesha Humphriss addresses the Planning Commission and indicates that sanitary sewer must be added and the impact statement should not require there to be sewer and water connected to the site. The site is an existing site.

The petitioner addresses the Planning Commission's concerns about dust control measures.

The December 15, 2008 letter from the Fire Department was addressed. The petitioner will work with the fire department to address these concerns.

Planning Commission disposition of petition

- A. Recommendation regarding special use application.
- B. Recommendation regarding impact assessment (11-19-08).
- C. Recommendation regarding sketch plan dated (11-19-08).

Motion by James Mortensen to recommend that the Township Board approve the special use permit for outdoor storage at 1150 Victory Drive, subject to:

1. Only non-hazardous materials will be stored in the outside storage area;
2. A limited number of items will be permitted which exceed the height of the fence line and they will be stored in a rear southeast quadrant, directly behind the building;
3. The existing lighting will be brought to conform with the ordinance, to be verified by Township staff prior to the issuance of the special use permit;
4. The approval of the site plan and environmental impact assessment;
5. This recommendation is being made because it meets the requirements of section 19.03 regarding outside storage and is consistent with the neighboring uses, zoning and Township Master Plan.

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

Motion by Barbara Figurski to recommend to the Township Board that they adopt the impact assessment dated November 19, 2008, subject to:

1. Adding dust control measures;
2. Item "E" be taken out.

Support by James Mortensen. **Motion carried unanimously.**

Motion by James Mortensen to recommend to the Township Board approval of the sketch plan for outside storage at 1150 Victory Drive dated November 19, 2008, subject to:

1. Approval by the Township Board of the special use permit and environmental impact assessment;
2. Addition of eight canopy trees and ten evergreen trees along the west/northwest side of the storage view to screen views from the residential zone to the west;
3. Compliance with items two and three in the Township Engineer's letter of 12/30/08;
4. Compliance with requirements of the Brighton Area Fire Department set forth in their letter of 12/15/08.

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

OPEN PUBLIC HEARING #4... Review of private drive application, impact assessment and site plan for reconstruction and relocation of Cleary Drive, which is a private road located in Sec. 5 between Grand River Ave and Grand Oaks Drive, petitioned by Cleary University.

Gary Bachman, facilities director of Cleary University, John Booth and Joe Hines, were present to address the Planning Commission. Mr. Booth indicates M.D.O.T. will be involved in this project.

The reason for the relocation of the road is to improve safety on campus, according to Mr. Bachman. The land that is recovered could be used for future development.

Two eleven foot lanes w/ curb and gutter will be built. Many trees will be removed for this purpose. The old road will be removed when the new road is built. Storm water detention will be placed where the old road was.

Temporary barriers would be used to block off a portion of the old road. This was discussed with the fire department and the fire department is requiring that something be left in place that will bear the weight of a fire truck.



LSL Planning, Inc.

Community Planning Consultants

November 24, 2008

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Subject:	ISCO Industries Outdoor Storage – Special Use and Site Plan Review #1
Location:	1150 Victory Drive – west side of Victory Drive, south of Grand River Avenue
Zoning:	IND Industrial District
Applicant:	T J Mark LLC 926 Baxter Avenue Louisville KY 40204

Dear Planning Commissioners:

At the Township’s request, we have reviewed the edited site plan dated 11/19/08 and special land use application for a contractor’s yard with outdoor storage for the existing industrial building at 1150 Victory Lane. The site is located on the west side of Victory Lane, near the south end of the road, and is currently zoned IND Industrial District. The request has been reviewed in accordance with the Genoa Township Master Plan and Zoning Ordinance.

A. Summary of Issues

1. The Township may allow the storage area to remain with a gravel base upon a finding that surrounding properties and the environment will not be negatively impacted.
2. Three canopy trees are required in the front yard greenbelt along with shrubs in front of the parking lot.
3. An additional 8 canopy trees and 10 evergreen trees should be provided along the west/northwest sides of the storage yard to screen views from the residential zoning to the west.
4. The Planning Commission should determine whether to require the side yard buffer zones from the adjacent industrial uses to the north and south.
5. The Planning Commission may request information on existing lighting to ensure that current Ordinance standards are met.
6. Additional information needs to be shown on the sketch plan.

B. Proposal

The applicant proposes reuse of an existing outdoor storage area in conjunction with the existing industrial building. The site was previously occupied by Golf Course Construction, which utilized the rear storage area for vehicles and equipment storage. No external changes are shown on the site plan, other than additional landscaping around the storage yard. Contractor’s yards with outdoor storage for equipment and machinery are special land uses in the IND District. The specific use standards of Section 8.02.02(a) also apply to the request.

The request for a new special land use for a developed site provides the Township with an opportunity to require improvements to current site design deficiencies, such as landscaping and lighting.

C. Special Use Review

The project has been reviewed in accordance with the review standards of Section 19.03.

1. **Master Plan.** The Master Plan and Future Land Use Map identify the site and adjacent properties to the north, south and east as Industrial, while the properties to the west are shown as Medium Density Residential. The Master Plan states of the Industrial classification, "the intent is to develop industrial uses such as research, wholesale and warehouse activities and light industrial operations which manufacture, compounding, process, package, assemble and/or treat finished or semi-finished products from previously prepared material." The proposed operation and outdoor storage area are consistent with this description; however, the specific use requirements must be met in order to protect the adjacent residential property.
2. **Compatibility.** The adjacent land uses are industrial in nature, including other outdoor storage uses north and south of the site. The vacant land to the west is zoned MDR Medium Density Residential. A site plan had been approved for a condominium project on this site, but it has yet to be developed. Required screening must be provided along the west side of the site to ensure the outdoor storage will not be visible from this area if it is developed with residential uses.
3. **Public Facilities and Services.** As a developed site intended for light industrial uses, necessary utilities are already in place. The project is not anticipated to create any adverse impacts upon public facilities and services; however, this standard is subject to further review by the Township Engineer.
4. **Impacts.** Provided the specific use requirements for outdoor storage are met, the proposed project is not expected to adversely impact surrounding properties.
5. **Mitigation.** The Township may require that the applicant provide mitigation necessary to minimize or prevent negative impacts. We recommend the Township require landscaping improvements as part of this special land use to bring the site closer to conformity with current Ordinance standards. Specific examples are described below in our review of the site plan.

D. Site Plan Review

1. **Specific Use Requirements.** In general, the specific use requirements of Section 8.02.02(a) for outdoor storage are met; however, the following items must be addressed:
 - a. Outdoor storage areas are to be paved, while the applicant proposes to maintain the existing gravel surface. The Township Board, following a recommendation from the Planning Commission, may allow a gravel surface for all or part of the storage area based upon a finding that surrounding properties and the environment will not be negatively impacted.
 - b. A buffer zone "B" is required around the storage area, while a buffer zone "A" is required where industrial adjoins residential zoning. New landscaping is proposed along the western edge of the site and some landscaping is proposed along the sides of the storage yard. Landscape requirements are summarized below.

2. Landscaping. The following table summarizes the landscaping requirements for the site.

Location	Amount of Planting Required	Amount of Planting Provided	Additional Landscaping Required
Front Yard greenbelt	20' greenbelt; 5 canopy trees; hedgerow in front of parking	73' greenbelt 2 existing trees	3 canopy trees; hedgerow in front of parking (a)
West Buffer Zone "A"	50' greenbelt; 6' wall OR 4' berm; 11 canopy trees; 22 evergreen trees; 44 shrubs	50' greenbelt; 6' berm 3 canopy trees; 12 evergreen trees	8 canopy trees; 10 evergreen trees; 44 shrubs (b)
North Buffer Zone "B"	20' greenbelt; 6' wall OR 3' berm; 13 canopy trees; 13 evergreen trees; 53 shrubs	20' greenbelt; 1 canopy tree; 6 evergreen trees	6' wall OR 3' berm; 12 canopy trees; 7 evergreen trees; 53 shrubs (c)
South Buffer Zone "B"	20' greenbelt; 6' wall OR 3' berm; 13 canopy trees; 13 evergreen trees; 53 shrubs	20' greenbelt; 2 evergreen trees	6' wall OR 3' berm; 13 canopy trees; 11 evergreen trees; 53 shrubs (c)

- a. We recommend that the three canopy trees be provided in the front yard along with shrubs in front of the parking lot. Upgrading the landscaping in front of businesses along Victory Drive will improve the image of the business park.
- b. The vacant property to the west is zoned Medium Density Residential. A site plan had previously been approved for a condominium development to the northwest, which would have had units backing in the direction of this site. The railroad runs diagonally across the southwest corner of this site and the property to the southwest of the railroad is zoned for Planned Industrial. Therefore, we recommend that the additional required landscaping for the west buffer zone be clustered more in the northwest corner of the site.
- c. The property to the north and south are similar uses with outdoor storage. The Planning Commission has discretion under section 12.02.13 of the zoning Ordinance to reduce the landscaping requirements in these areas based upon the nature of the adjacent uses.

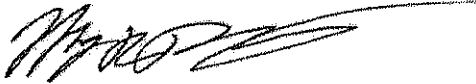
3. Exterior Lighting. No details are provided with respect to current exterior site lighting. The Impact Assessment indicates the presence of existing building mounted lighting and bollard lighting on the site. The Planning Commission may request details to determine if the lights meet current Ordinance requirements. If any of the building mounted lighting is floodlighting, it must be replaced with downward directed lighting in accordance with current Ordinance standards.

4. **Sketch Plan Information.** The submittal includes an aerial photograph of the site and a landscape plan. As a re-occupancy of an existing site, a sketch plan that is less detailed than a full site plan may be submitted. However, the following sketch plan items needs to be addressed on the plans submitted:
- a. Existing building and parking lot setback dimensions.
 - b. Parking calculations.
 - c. Existing and proposed signage.
 - d. Dumpster location.
5. **Impact Assessment.** An Impact Assessment has been provided by the applicant. The Assessment states that the outdoor storage use will not create any adverse impacts upon the environment, public services, surrounding land uses or traffic.

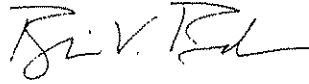
Should you have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

LSL PLANNING, INC.



Jeffrey R. Purdy, AICP
Partner



Brian V. Borden, AICP
Senior Planner



Genoa Township

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

Memorandum

TO: Genoa Township Planning Commission Members

DATE: December 30, 2008

RE: ISCO Industries, Victory Drive
Special Land Use

As requested, I have reviewed the above referenced special use application dated November 19, 2008, prepared by Desine Inc. The site is located on the west side of Victory Drive, north of the railroad. The petitioner is requesting to utilize the back (western portion) of the site for outdoor storage. To accommodate the outdoor storage area the petitioner is proposing the installation of landscaping at the site. Please consider the following comments when taking action on this special land use:

DRAINAGE AND GRADING

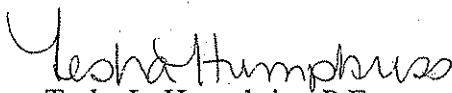
1. The petitioner states that surface water on the property flows generally from the south to the northwest towards a drainage swale to the north. The petitioner is not proposing any grading changes or changes to the existing storm water management system. Therefore no analysis of the impact to the existing drainage system is required.

UTILITIES

2. The existing building is connected to the municipal sanitary sewer and a private well for water. The existing sanitary sewer on the east side of this parcel, along Victory Drive, should be shown on the site plan.
3. The special use application states, under Item E, Impact on Utilities, that the "proposed building will be connected to the existing sanitary sewer and water main". It appears this statement is in error, as no new building is proposed, and should be removed from the application.

I recommend the Planning Commission consider the above listed items before acting on this special land use. Please feel free to contact me at (810) 227 - 5225 with any questions or concerns.

Sincerely,


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

Supervisor
Gary T. McCririe

Clerk
Paulette A. Skolarus

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees

H. James Mortensen • Jean W. Ledford • Todd W. Smith • Steven Wildman



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

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

GENOA TOWNSHIP
FEB 17 REC'D
RECEIVED

February 12, 2009

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: ISCO Industries
Special Use Permit-Outdoor Storage Site Dev.
1150 Victory Drive
Genoa Twp., MI
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on February 9, 2009 and the drawings are dated February 4, 2009 with revisions per Consultants Review. The project is based on a new outdoor storage area outside of the building. The plan review is based on the requirements of the International Fire Code (IFC) 2006 edition. Previous comments in Brighton Area Fire Department correspondence appear to be addressed by the applicant in the revised submittal.

1. Access around building shall provide emergency vehicles with a turning radius up to 55' wall to wall and a minimum vertical clearance of 13 ½ feet.
2. If existing address does not meet the minimum of 6" numbers, of contrasting color, clearly visible from the street, then existing address will need to be brought into compliance.

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 810-225-8033.

Cordially,

A handwritten signature in cursive script, appearing to read "J. Corcoran".

Jim Corcoran
Inspector



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

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

December 15, 2008

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: ISCO Industries
Special Use Permit-Outdoor Storage Site Dev.
1150 Victory Drive
Genoa Twp., MI
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on December 1, 2008 and the drawings are dated November 19, 2008. The project is based on a new outdoor storage area outside of the building. The plan review is based on the requirements of the International Fire Code (IFC) 2006 edition. Previous comments appear to be addressed by the applicant in the revised submittal.

1. It appears the area will include fencing and a possible gate. The owner shall provide a Knox Box with key access on any gates. **IFC 505**
2. A fire lane of not less than 20' shall be provided around the building.
3. Storage in the yard shall be in accordance with the International Fire Code 2006.
4. Access around building shall provide emergency vehicles with a turning radius up to 55' wall to wall and a minimum vertical clearance of 13 ½ feet.

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 810-225-8033.

Cordially,

A handwritten signature in black ink, appearing to read "Michael D. Brian".

Michael D. Brian
Fire Marshal

IMPACT ASSESSMENT

for the

**ISCO INDUSTRIES, LLC
SPECIAL USE PERMIT APPLICATION
OUTDOOR STORAGE
SITE DEVELOPMENT**



Developer:
T J Mark, LLC
926 Baxter Ave.
Louisville, Kentucky 40204

Prepared by:
DESINE INC.
2183 Pless Drive
Brighton, Michigan 48114

November 18, 2008
Rev. January 27, 2009

Introduction

This impact assessment has been prepared pursuant to Section 18.07 of the Genoa Township Zoning Ordinance. This assessment addresses the impact of the Outdoor Storage at the applicants existing facilities.

The site consists of approximately 3.57 acres of property zoned **Industrial District (IND)** and located on the west side of Victory Drive south of Grand River Avenue in the Southeast ¼ of Section 6 as shown in Figure 1. The site was developed in late 1997 by Golf Course Construction, Inc. for use as a Contractors facility. The site was developed with a 10,000 square foot building consisting of 2000 sq. ft. of office and 8000 sq. ft. of warehouse and appurtenant improvements consistent with the Zoning Ordinance. The developer at the time, Golf Course Construction, Inc. was involved with golf course construction and stored equipment and materials to the west of the building. A parking lot was built for 20 cars. The land to the west of the building is fenced on the north, south and east sides with a six-foot high chain link fence. On the west side of the property is a 6' +/- high earthen berm.

The property to the north is zoned industrial and is similarly used with a warehouse office building and outdoor storage to the west. The property owner to the north was recently granted a special use permit for outdoor storage. The property immediately to the south is likewise utilized with warehouse/office building and outdoor storage. Further to the south is the Railroad Right-of-way. The property to the west is vacant.

An aerial photograph of the area and existing conditions is provided in Figure 2.

This impact assessment has been prepared under the direction of and by:

James M. Barnwell, P.E.
DESINE INC.
2183 Pless Drive
Brighton, Michigan 48114
(810) 227-9533

The civil engineering / surveying firm of DESINE INC. has been in practice since 1989. Mr. Barnwell is a licensed Civil Engineer with experience in private and municipal developments including a number of projects within Genoa Township and Livingston County.

A. IMPACT ON NATURAL FEATURES

The majority of the site was disturbed during the development of the existing buildings, parking lot and appurtenant improvements. The site is currently being utilized as a Contractors warehouse and storage yard. On the west portion of the site, a berm was constructed and the as-built topography of this area is shown on the drawings. A small amount of trees exist on site and are shown on the drawing. The existing topography of the site generally slopes from south to north with the lowest elevations in the northwest corner of the site. Slopes are ranging from 1 percent to 5 percent. Elevation difference across the property is approximately 13 feet. Surface water on the property flows generally from the south to the northwest toward the drainage swale to the north. Storm water drainage easements exist within the platted subdivision which are under the jurisdiction of the Livingston County Drain Commissioner.

The soils on the subject property are primarily Conover loamy sands at 0 to 2 percent slopes. These soils have generally moderately slow permeability with slow surface runoff. Soil classifications are prepared by the United States Department of Agriculture, Soil Conservation Service, and "Soil Survey of Livingston County". The Soils Map, shown in Figure 3, shows the locations of specific soil types as classified.

Past developments on the property required land balancing to establish final grades and provide proper drainage. The proposed improvements to be made in conjunction with this special use request will not alter the current drainage patterns. Minor grading of the storage area and re-establishing of the buffer area is proposed. The western berm area will be planted with trees to buffer the Medium Density Residential (MDR) zoning district.

Vegetation throughout a majority of the site will not be disturbed. The current site has a limited number of trees and brush. The trees and brush are concentrated at the northwest corner of the site and will be preserved. The landscape buffer area along the north and south portions will be reestablished with topsoil and seeding.

No landmark trees have been identified on the site.

No wetland areas are present on the subject parcel.

The proposed improvements will not have a negative impact on the existing natural features. The proposed improvements are limited to installation of additional plant materials and topsoil and seeding within the buffer area.

Wildlife habitats exist primarily on the western edge of the property. The turf areas along the western edge abut the vacant lands to the west. Wildlife supported in these areas are generally smaller woodland creatures, field animals and birds. Larger animals, such as deer, may traverse the western fringe of the site. The previously completed development of the property and the adjoining development limits the quality of the upland habitats available.

The project site does not currently support significant wildlife habitats and the plantings proposed will have a positive impact on the overall habitat quality. No significant adverse impact to existing natural features is anticipated due to the proposed development of this property.

B. IMPACT ON STORM WATER MANAGEMENT

The site will not require grading to accommodate the plantings as proposed. NO change in the existing stormwater management system is proposed.

No adverse impact to adjacent properties due to surface water runoff will be created as a result of the proposed improvements.

C. IMPACT ON SURROUNDING LAND USES

Property to the North and south of the site are zoned Industrial (IND) and is occupied by similar uses with outdoor storage. The property to the east is zoned Industrial and is currently vacant. Medium Density Residential property located to the immediate west is vacant.

The Genoa Township Future Land Use Plan designates this property and surrounding properties consistently with the current zoning.

The proposed use is consistent with the development occurring in the area and is consistent with the long term planning within the Township. The proposed landscaping will allow this site to be developed in harmony with the surrounding area. The impacts of the improvements to the surrounding area have been minimized. All areas disturbed by the installation of plant materials will require restoration.

The continued use of the property as a contractors warehouse and storage will not create any significant emissions of smoke, airborne solids, odors, gases, vibrations, noise or glare discernable and substantially annoying or injurious to persons and/or property beyond the lot

lines. Radioactive emissions and electromagnetic radiation shall not be emitted in excess of quantities established as safe in accordance with the ordinance when measured at the property lines. No flammable liquids, gases or explosives shall be stored or used on the property. No underground or aboveground storage tanks are proposed on the property.

The outdoor storage area will not be paved. Dust control measures will be taken to mitigate the migration of dust offsite from the activities on site.

D. IMPACT ON PUBLIC FACILITIES AND SERVICES

Police protection will be provided by the Livingston County Sheriff and the Michigan State Police. No additional services required to accommodate this use are anticipated.

Fire protection will be provided by the Brighton Area Fire Department. The property is within the water district and fire hydrants are currently on the northern portion of Victory Drive in the event of a fire .

The existing use of the building and proposed improvements will not create any adverse impact on the schools.

E. IMPACT ON PUBLIC UTILITIES

The property is presently located within municipal sewer and water districts.

Water service to the existing building is via a well. An existing water main located within Victory Drive has not yet been extended to this property. The site is within the Township service area and capacity is available within the existing water system to provide service to this property in the future.

The existing building is connected to the Township sanitary sewer system. The main line is located within the Right-of-way for Victory Drive. Capacity within the existing sanitary sewer system is adequate for this development.

The site is serviced by electric, gas, phone and cable systems located along Victory Drive. Utility companies provide the necessary utilities to operate the existing building.

F. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS

The industrial space does not utilize or store any potentially hazardous or polluting materials other than standard household cleaning products and to facilitate lawn care. All solid wastes

are properly disposed of through a licensed waste disposal firm on a regular basis.

G. IMPACT ON TRAFFIC AND PEDESTRIANS

The project site is located on the southerly end of Victory Drive south of Grand River Avenue.

The facility has limited number of customers and deliveries. A maximum of 6 employees are on site at any time. No change is anticipated in the traffic as a result of this special use request.

Pedestrian traffic is minimal within the industrial drive.

No significant impact on the major thoroughfares of Livingston County is anticipated as a result of this development.

This facility does provide service to internal pedestrian traffic through a pedestrian sidewalk connection from the parking area to the building entrance location. The project location is not conducive to generate significant volumes of pedestrian traffic. No adverse impact on pedestrian traffic has resulted due to this development.

H. SPECIAL PROVISIONS

Plat restrictions are on file for "Grand Oaks West Industrial Park" with the Livingston County Register of Deeds.

I. SITE LIGHTING

No new site lighting is being proposed. Current site lighting consists of building mounted lights and low height bollard lights. No additional lighting is proposed.

J. HOURS OF OPERATION

Hours of operation will generally be between 6:00 am to 8:00 pm Monday through Saturday.

FIGURE #1

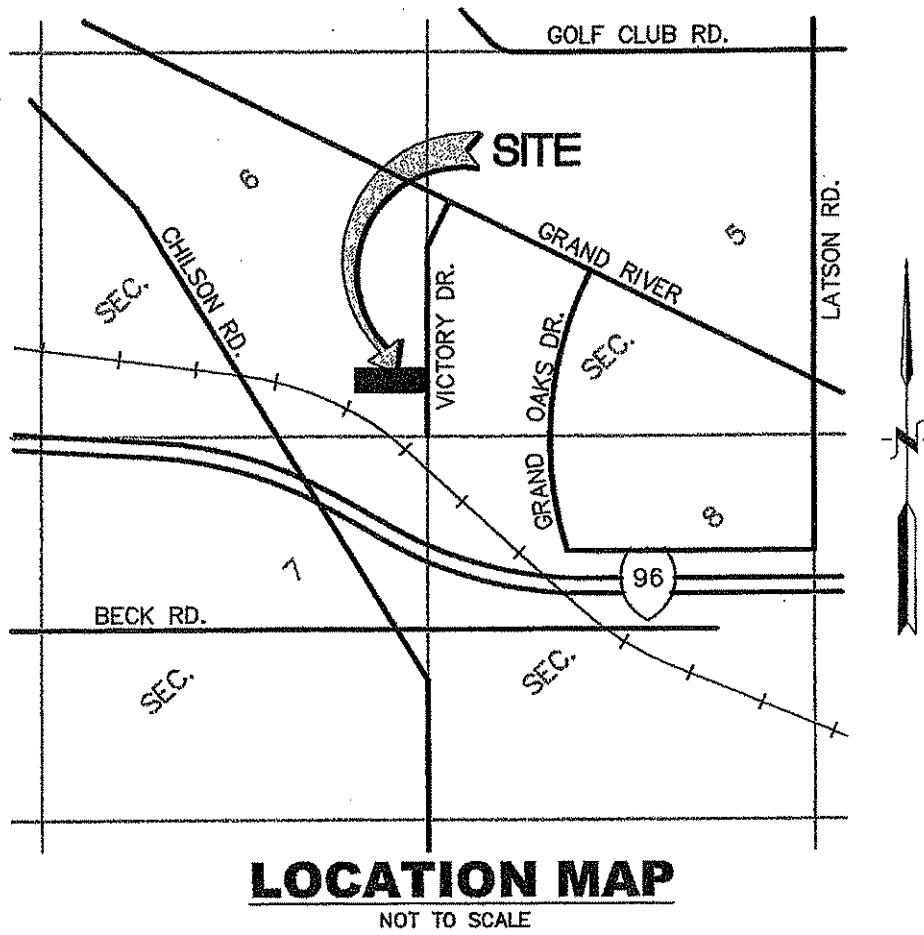
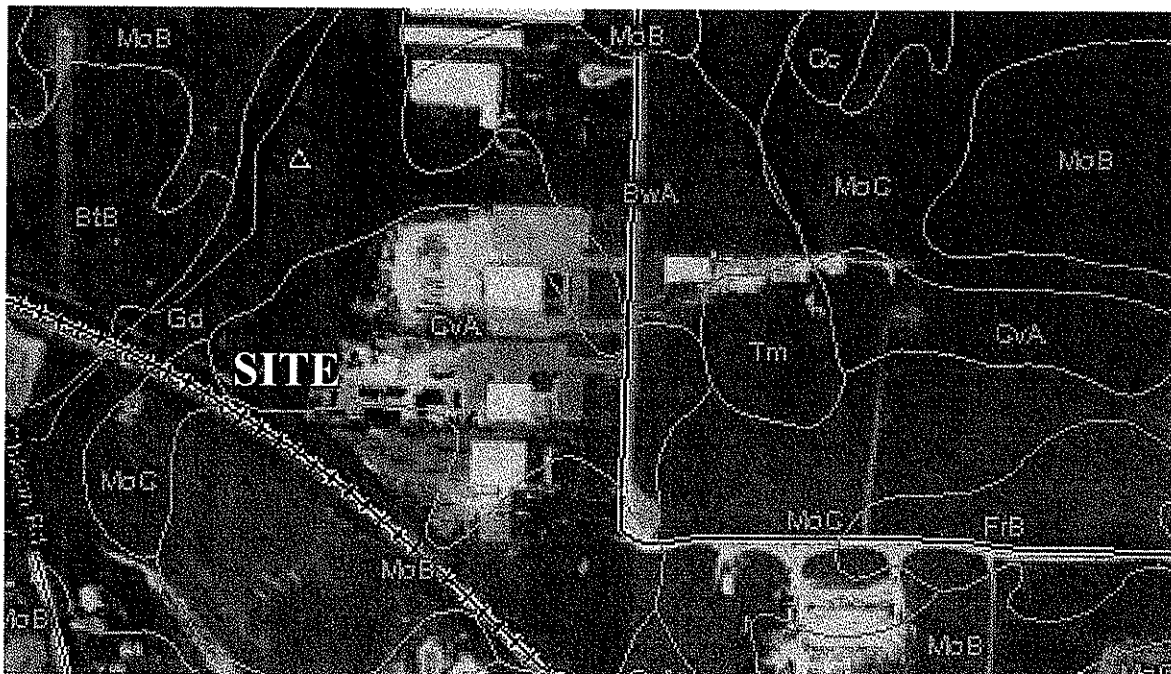


FIGURE #3



SITE SOILS

NOT TO SCALE

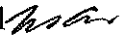
Source: Soil Survey of Livingston County, Michigan
United States Department of Agriculture,
Soil Conservation Service

Soil Legend:

MoB Miami Loam, 0 to 6 percent slopes
BwA Bronson loamy sand, 0 to 2 percent slopes
Gd Gilford sandy loam
CvA Conover loam, 0 to 2 percent slopes

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 4/3/09

RE: Lawn Mowing Bids

Greg Tatara has secured bids for mowing various Township properties. Cooper Turf Management was low bidder on all properties. Cooper has provided this service for us in the past and we have been very pleased with their performance. The attached spreadsheet includes mowing for Genoa-Oceola Sewer and MHOG Water. Lake Edgewood Wastewater, Oak Pointe Wastewater and Genoa Township Properties are the bids you are being asked to approve this evening. Please consider the following action:

Moved by _____, supported by _____, to award mowing contracts to Cooper Turf Management for Lake Edgewood Wastewater, Oak Pointe Wastewater and various Genoa Township properties as presented.

2009 Lawnmowing Bid Tabulation

March 29, 2009

Facility ID	Site	Address	Frequency *	Description	Cooper's Turf	Estate Services	Evergreen Outdoor	Grass Roots	Great Lakes	Guile and Son	Pebble Creek
Genoa - Ocoola											
GO-1	G-O Wastewater Treatment Plant	900 Chilson Road	Every two weeks	Open daily from 7:00 - 4:00 to view mowing area. Mow what is currently cut, excluding the trail along Chilson.	\$138.00	\$200.00	\$490.00	\$240.00	NB	\$392.00	\$450.00
GO-2	Lift Station #5 (Burger King)	2172 E. Grand River Avenue	Every two weeks	Mow inside fence. Mow outside of fence to Grand River. Mow one pass around outside of fence.	\$22.00	\$50.00	\$60.00	\$50.00	NB	\$40.00	\$42.00
GO-3	Lift Station #10	1713 Hughes Drive	Every two weeks	Mow current mowed area and up to south property border (fence line)	\$22.00	\$25.00	\$40.00	\$25.00	NB	\$40.00	\$24.00
GO-4	Lift Station #12	755 Palms (Enter through Lakeshore Point Sub)	Every two weeks	Weed whip/mow area inside fence	\$22.00	\$25.00	\$32.00	\$25.00	NB	\$20.00	\$24.00
GO-5	Lift Station #13	1250 Butler Road	Every two weeks	Entire area around lift station	\$25.00	\$25.00	\$32.00	\$25.00	NB	\$40.00	\$20.00
GO-6	Lift Station #15	275 Cheyenne Trail (Red Oaks of Chemung)	Every two weeks	Mow area inside fence and on pass around outside of fence	\$25.00	\$25.00	\$32.00	\$25.00	NB	\$40.00	\$24.00
GO-7	Lift Station #16	251 South Latson Road	Every two weeks	Mow current cut area and along drive	\$22.00	\$25.00	\$32.00	\$25.00	NB	\$40.00	\$24.00
GO-8	Lift Station #18	580 Lakeside (Black Oaks Trail)	Every two weeks	Mow area around station as current	\$22.00	\$25.00	\$32.00	\$25.00	NB	\$40.00	\$10.00
GO-9	Lift Station #35	1839 N. Eager Road	Every two weeks	Mow area around station as current	\$22.00	\$25.00	\$32.00	\$25.00	NB	\$40.00	\$24.00
GO-10	Lift Station #47	3477 Bigelow Road	Every two weeks	Mow area around station as current	\$22.00	\$25.00	\$32.00	\$25.00	NB	\$40.00	\$24.00
GO-11	Lift Station #49	381 N. Latson Road	Every two weeks	Mow area around station as current	\$22.00	\$25.00	\$32.00	\$25.00	NB	\$40.00	\$24.00
Monthly Total for Genoa-Ocoola System					\$728.00	\$950.00	\$1,692.00	\$1,030.00	NB	\$1,544.00	\$1,380.00
MHOG											
M-1	Water Treatment Plant	4288 Norton Road	Weekly	Plant open from 8:00 - 4:00. Ring doorbell to show back area to be mowed	\$150.00	\$150.00	\$900.00	\$200.00	NB	\$336.00	\$330.00
M-2	MHOG Well Houses 1, 2, & 3	519 Cedar Lake Rds.	Weekly	Mow area inside fence and one pass around outside of fence	\$38.50	\$75.00	\$300.00	\$35.00	NB	\$60.00	\$60.00
M-3	Marion 1 & 2 Towers	3300 Sanitorium Road	Every two weeks	Mow area inside fence and outside fence as mowed currently.	\$40.00	\$75.00	\$120.00	\$35.00	NB	\$120.00	\$150.00
M-4	Genoa Tower	3750 Cleary Drive	Every two weeks	Mow area inside fence and one pass around outside of fence plus along driveway	\$25.00	\$25.00	\$40.00	\$35.00	NB	\$30.00	\$53.00
M-5	Trans West Well House	3650 Austin Court	Every two weeks	Mow area as currently mowed around well house plus driveway	\$25.00	\$25.00	\$40.00	\$35.00	NB	\$40.00	\$45.00
M-6	Georgetown Booster	3717 High Hillcrest	Every two weeks	Mow area around station as current	\$25.00	\$25.00	\$40.00	\$35.00	NB	\$20.00	\$26.00
M-7	Butler Road Booster	1500 Butler Road	Every two weeks	Mow area around station as current	\$22.00	\$25.00	\$36.00	\$35.00	NB	\$20.00	\$25.00
M-8	Industrial Drive Booster	2152 Industrial Drive	Every two weeks	Mow area inside fence	\$22.00	\$25.00	\$36.00	\$35.00	NB	\$20.00	\$30.00
Total for MHOG System					\$1,072.00	\$1,300.00	\$5,424.00	\$1,360.00	NB	\$2,084.00	\$2,218.00
Oak Pointe Wastewater											
OP - 1	Oak Pointe Wastewater Plant	4975 Brighton Road (note: steep hills on basins)	Every two weeks	Mow area inside fence. Plant open from 8:00 - 3:00 daily	\$115.00	\$100.00	\$640.00	\$320.00	NB	\$336.00	\$360.00
OP - 2	Lift Station #50 (Three Fires)	4125 Crooked Lake Road	Every two weeks	Mow area inside and outside fence as mowed now, plus driveway cut to road	\$25.00	\$40.00	\$60.00	\$25.00	NB	\$60.00	\$36.00
OP - 3	Lift Station #55 (Fairways)	4531 Brighton Road	Every two weeks	Mow around station and out to driveway on Brighton Road	\$25.00	\$25.00	\$40.00	\$25.00	NB	\$60.00	\$24.00
OP - 4	Lift Station #56	4386 Fibert	Every two weeks	Mow area as currently mowed	\$25.00	\$25.00	\$50.00	\$25.00	NB	\$20.00	\$24.00
OP - 5	Lift Station #57	5497 Sharp Drive	Every two weeks	Mow area inside fence and outside fence as mowed currently	\$25.00	\$25.00	\$50.00	\$25.00	NB	\$40.00	\$36.00
OP - 6	Lift Station #60	4610 Clifford Road	Every two weeks	Mow area as currently mowed	\$25.00	\$25.00	\$50.00	\$25.00	NB	\$20.00	\$24.00
Monthly Total for Oak Pointe System					\$480.00	\$486.00	\$1,780.00	\$890.00	NB	\$1,072.00	\$1,008.00
Lake Edgewood Wastewater											
LE-1	Lake Edgewood Wastewater Plant	7871 Bendix Road	Every two weeks	Plant not open very frequently. Mow as per provided map	\$99.00	\$175.00	\$360.00	\$160.00	NB	\$336.00	\$285.00
LE-2	Lift Station #43	7801 Bendix Road	Every two weeks	Mow area inside fence	\$25.00	\$25.00	\$20.00	\$35.00	NB	\$20.00	\$19.00
Monthly Total for Lake Edgewood System					\$248.00	\$400.00	\$760.00	\$390.00	NB	\$712.00	\$608.00
Genoa Township											
G-1	Genoa Township Hall	2911 Dorr Road	Weekly	Mow area as currently cut. Do not include soccer fields	\$65.00	\$114	\$500	\$200	\$150	\$224	\$215
G-3	Trim area bordering walking trail (Township Hall)	2911 Dorr Road	Monthly	Mow as currently trimmed	\$25.00	\$50	\$30	\$80	\$70	\$40	\$100
G-4	Bauer Brighton Road Sidewalk	No Address	Monthly	Mow as currently trimmed	\$250.00	\$95	\$70	\$240	\$168	\$280	\$665
G-5	Chilson Fire Station (no sidewalks)	1315 Chilson Road	Weekly	Mow as currently cut	\$39.50	\$50	\$220	\$75	\$68	\$60	\$63
G-6	Dorr Road Fire Station (no sidewalks)	2218 Dorr Road	Weekly	Mow as currently cut	\$39.50	\$50	\$220	\$75	\$68	\$60	\$50
G-7	Cemetery @ Chilson and Brighton Road	2218 Dorr Road	Weekly	Mow area inside cemetery fence	\$60.00	\$65	\$300	\$200	\$170	\$280	\$78
Monthly Total for Genoa Properties					\$1,081.00	\$1,261.00	\$5,060.00	\$2,520.00	\$2,062.00	\$2,816.00	\$2,389.00

MEMORANDUM

TO: Township Board

FROM: Mike Archinal *MA*

DATE: 4/3/09

RE: Whitehorse Quit Claim Deed

As part of the Westbury Apartment P.U.D. Singh Development agreed to convey to Genoa Township a ten acre wooded parcel of property. Access to the property is via an, "axe handle" strip on the western edge of the development. Survey and title work indicates that a very small sliver of this strip needs to be conveyed to the Livingston County Road Commission for Whitehorse Drive. The parcel is of triangular shape and is 1.89 feet at its widest. The Township Attorney recommends that the property be conveyed via quit claim. Please consider the following action:

Moved by _____, supported by _____, to authorize the Township Supervisor and the Township Clerk to execute a quit claim deed to the benefit of the Livingston County Road Commission for Whitehorse Drive right-of-way as prepared by the Township Attorney.

=====
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That GENOA CHARTER TOWNSHIP, with a mailing address of 2911 Dorr Road, Brighton, Michigan 48116

QUIT CLAIMS to the BOARD OF ROAD COMMISSIONERS FOR THE COUNTY OF LIVINGSTON, with a mailing address of 3535 Grand Oaks Drive, Hwoell, Michigan 48843

the following described premises situated in the Genoa Charter Township, Livingston County and State of Michigan, to-wit:

PARCEL E - See Attached Legal Description -

Tax Parcel No. 11-04-300-025

This instrument is exempt from the State of Michigan Transfer Tax pursuant to MCL 207.526(a) and the County of Livingston Transfer Tax pursuant to MCL 207.505(a).

This instrument shall be binding upon all heirs, successors and assigns and is dedicated to the Board of Road Commissioners for the County of Livingston for the use of the public.

The Grantor shall grants to Grantee any rights to make divisions under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this ___ day of April, 2009

GENOA CHARTER TOWNSHIP

By: Gary T. McCririe
Its Supervisor

By: Paulette A. Skolarus
Its Clerk

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this ___ day of April, 2009, by Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Charter Township, on behalf of said township with full authority to do so.

Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2014
Acting in Livingston County, Michigan

This Quit Claim Deed is accepted by the BOARD OF ROAD COMMISSIONERS FOR THE COUNTY OF LIVINGSTON, on this ___ day of April, 2009.

BOARD OF ROAD COMMISSIONERS
FOR THE COUNTY OF LIVINGSTON

By: _____
Michael Craine
Its Managing Director

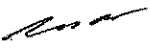
DRAFTED BY and RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

WHITE HORSE DRIVE - PARCEL E:

Part of the Southwest 1/4 of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of Section 4; thence along the North-South 1/4 line of Section 4, N 01°50'59" E, 1365.88 feet; thence S 89°47'45" W, 1310.81 feet; thence S 02°00'42" W, 952.12 feet, to the POINT OF BEGINNING of the Easement to be described; thence southeasterly on an arc left, having a length of 15.11 feet, a radius of 267.00 feet, a central angle of 03°14'32", and a long chord which bears S 23°03'01" E, 15.11 feet; thence northwesterly on an arc right, having a length of 13.42 feet, a radius of 323.29 feet, a central angle of 02°22'45", and a long chord which bears N 26°27'40" W, 13.42 feet; thence N 02°00'42" E, 1.89 feet, to the POINT OF BEGINNING.

TO: Township Board

FROM: Michael Archinal, Township Manager 

DATE: March 26, 2009

RE: Livingston Commons PUD Amendment

Based on a recommendation from the Planning Commission, staff suggests the following action regarding the amendment to the Livingston Commons PUD, PUD plan and environmental impact assessment for property located at the SW corner of Grand River and Latson Road.

PUD Amendment (dated 3-11-09): approval with the following conditions:

1. The requirements of the Township Engineer as outlined in her letter of 3/4/09 will be complied with, with the following modifications to that letter:
 - a. Item 6 in the engineer's letter will be revised to indicate that no traffic study will be required by the developer unless required by another governmental agency such as MDOT or the County Road Commission. However, the requirements for traffic studies for acceleration and deceleration lanes for properties developing along Grand Oaks will still be required of the developer;
 - b. Item 7 will be expanded to include the requirement that lot A shall share access to Grand Oaks Drive with Lowe's and lots B & C shall share access, aligned with the lot A and Lowe's access to Grand Oaks. Any proposed changes from those depicted on the preliminary site plan shall require the approval of the Township Engineer. The right for a curb cut along Grand Oaks will be permitted by right to share between Lowe's and lot A;
2. In Zone 1, the parking lot will be revised to read twenty feet instead of ten feet and a footnote will be added saying that this requirement may be reduced to ten feet for the lots north of Grand Oaks Drive;
3. In Zone 1, a footnote will be added to say 90% impervious surface is permitted in the area north of Grand Oaks and the remainder will be 85%;
4. Article 3, Section 3.2, paragraph C. - eliminate the words "if the main access point is signalized";
5. Article 3, Section 3.2, paragraph G – add the words to the end of the sentence that "the sidewalk will be required along lot B on Latson Road if a sidewalk is built along the interchange and this will be paid by the person developing the lot;
6. Article 3, Section 3.2, paragraph K – Add to the beginning: "In Phase 1, the northern access point to Ladson Road between lots four and five" shall have...;
7. Section 6.2 – "in phase one" should be added after third word in sentence and the last sentence will be modified to indicate 8' concrete sidewalks will be paid for by the lot owners;

8. Section 6.4, paragraph F – The words “through a lot owners association” will be deleted and the words “by either the developer, or a lot owner, or association” will be inserted;
9. Section 8.2 – The words “commercial, industrial and residential” will be removed from sentence.
10. Exhibit C of the PUD agreement will be revised as follow:
 - a. Pharmacy drive-thru’s, dry cleaner drive-thru’s, accessory drive-thru’s, open front window restaurants, five-lane banks and stand alone ATM’s shall be allowed as a permitted use once by right and any additional requires a special use permit;
 - b. The schedule will be revised to add that truck stops are not permitted by either right or special use;
11. This approval is granted for a period of two years from completion of interchange by MDOT;
12. This recommendation is contingent upon the approval of the Township Board of the conceptual PUD plan and Impact Assessment;
- The Township attorney will review this agreement prior to execution. A limited number of items will be permitted which exceed the height of the fence line and they will be stored in a rear southeast quadrant, directly behind the building;
 1. The existing lighting will be brought to conform with the ordinance, to be verified by Township staff prior to the issuance of the special use permit;
 2. The approval of the site plan and environmental impact assessment;

Impact assessment (dated 3-12-09): approval with the following conditions:

1. Section 8.2 from the PUD Agreement should be inserted in the environmental impact assessment under Item D;
2. Dust control measures should be included

PUD Plan (dated 1-27-09): approval with the following condition:

1. Revision of this preliminary site plan to be consistent with the modifications made this evening to the PUD agreement.

GENOA TOWNSHIP
APPLICATION FOR PLANNED UNIT DEVELOPMENT Amendment

APPLICANT NAME: RG Properties, Inc. Attn: Bo Gunlock
8163 Old Yankee Road
APPLICANT ADDRESS & PHONE: Dayton, OH 45458 (937)291-6312
RLG Howell LLC, a Michigan Limited Liability Company
OWNER'S NAME: GCG Howell LLC, a Michigan Limited Liability Company
8163 Old Yankee Road,
OWNER ADDRESS & PHONE: Dayton, OH 45458 (937) 291-6312
TAX CODE(S): _____

QUALIFYING CONDITIONS (To be filled out by applicant)

1. A PUD zoning classification may be initiated only by a petition.
2. It is desired and requested that the foregoing property be rezoned to the following type of PUD designation:
 - Residential Planned Unit Development (RPUD)
 - Planned Industrial District (PID)
 - Mixed Use Planned Unit Development (MUPUD)
 - Redevelopment Planned Unit Development (RDPUD)
 - Non-residential Planned Unit Development (NRPUD)
 - Town Center Planned Unit Development (TCPUD)
3. The planned unit development site shall be under the control of one owner or group of owners and shall be capable of being planned and developed as one integral unit.

EXPLAIN This property is the second and final phase of the Planned Unit Development between Randall L. Gunlock and Glenn C. Gunlock and Township of Genoa dated April 6, 1999 and recorded in Livingston County records, Liber 2609 page 205 and attached hereto as Exhibit A. (Hereinafter "Original PUD")

4. The site shall have a minimum area of twenty (20) acres of contiguous land, provided such minimum may be reduced by the Township Board as follows:
 - A. The minimum are requirement may be reduced to five (5) acres for sites served by both public water and public sewer.
 - B. The minimum lot area may be waived for sites zoned for commercial use (NSD, GCD or RCD) where the site is occupied by a nonconforming commercial, office or industrial building, all buildings on such site are proposed to be removed and a new use permitted within the underlying zoning district is to be established. The Township Board shall only permit the PUD on the smaller site where it finds that the flexibility in dimensional standards is necessary to allow for innovative design in redeveloping the site and an existing blighted situation will be eliminated. A parallel plan shall be provided showing how he site could be redeveloped without the use of the PUD to

allow the Planning Commission to evaluate whether the modifications to dimensional standards are the minimum necessary to allow redevelopment of the site, while still meeting the spirit and intent of the ordinance.

- C. The PUD site plan shall provide one or more of the following benefits not possible under the standards of another zoning district, as determined by the Planning Commission:
- preservation of significant natural or historic features
 - a complementary mixture of uses or a variety of housing types
 - common open space for passive or active recreational use
 - mitigation to offset impacts
 - redevelopment of a nonconforming site where creative design can address unique site constraints
- D. The site shall be served by public sewer and water. The Township may approve a residential PUD that is not served by public sewer or water, provided all lots shall be at least one (1) acre in area and the requirements of the County Health Department shall be met.

Size of property is 36.09 acres. The original development was _____ acres.

**DESCRIBE BELOW HOW THE REQUESTED PUD DESIGNATION COMPLIES WITH
AFOREMENTIONED MINIMUM LOT SIZE REQUIREMENTS.**

The PUD exceeds the twenty (20) acre and five (5) acre minimum size requirement
and is served by public sewer and water.

**STANDARDS FOR REZONING TO PLANNED UNIT DEVELOPMENT (PLEASE GIVE
RESPONSES HERE OR WITHIN THE IMPACT STATEMENT)**

1. How would the PUD be consistent with the goals, policies and future land use map of the Genoa Township Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area;
The PUD Amendment was contemplated in Article 1, Section 1.3 of the Original PUD.
Requested changes from the Original PUD relate to land use intensity and permitted
uses.

2. The compatibility of all the potential uses in the PUD with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values;
The PUD Amendment requests are consistent with the Regional Commercial designation
in the land use plan as well as surrounding land uses in the area.

3. The capacity of infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the Township;
All of the utilities exist with sufficient capacity to service the proposed devel-
opment. Storm water will be handled by MDOT as part of the interchange road
improvements to Grand.

4. The apparent demand for the types of uses permitted in the PUD:
There is limited site availability for highway service. The existing shopping
center performs well with strong sales indicating future demand.

AFFIDAVIT

The undersigned says that they are the Owner/Agent owner, lessee, or other specified interest involved in this petition and that the foregoing answers and statements herein contained and the information herewith submitted are in all respects true and correct to the best of his/her knowledge and belief.

BY: Glenn C. Gunklock, Managing Member
ADDRESS: 8163 Old Yankee Rd. Ste. B Dayton, OH 454158

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

1) Bo Gunklock of R6 Properties at (937) 424-0824
Name Business Affiliation Fax No

Prefer e-mail bgunklock@r6properties.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.

PROJECT NAME: Livingston Commons
PROJECT LOCATION & DESCRIPTION: Latson Road Interchange - Phase II

SIGNATURE: Glenn C. Gunklock DATE: 1/6/09

PRINT NAME: Glenn C. Gunklock PHONE: (937) 291-6312

COMPANY NAME & ADDRESS: R6 Properties, Inc. 8163 Old Yankee Road
Suite B Dayton, OH 454158

**GENOA TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
MARCH 9TH, 2009
6:30 P.M.**

AGENDA

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

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

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

WORK SESSION: No work session was required.

CALL TO THE PUBLIC: *(Note: The Board reserves the right to not begin new business after 10:00 p.m.)*

OPEN PUBLIC HEARING # 1... Request for approval of an amendment to the Livingston Commons PUD, PUD Plan and environmental impact assessment for property located at the SW corner of Grand River and Latson Road. Sec. 5, petitioned by RG Properties.

Bo Gunlock, 8163 Old Yankee Road, Dayton, Ohio addressed the Planning Commission. He indicates that the plans submitted at that time were in conjunction with what changes were anticipated with Latson Road. He gives a brief history of the prior PUD.

Mike Craine of the Road Commission contacted petitioner regarding redesigning the intersection at Grand River and Latson Road. Petitioner would give up approximately 40% of their land. Twenty-three acres of land would remain after the interchange is constructed. They are attempting to increase the revenue of the remaining land in exchange for contributing the land that the Road Commission is requesting.

Petitioner provides a plan for "phase two" of the Livingston Commons development. He explains the changes and how those changes effect Lowe's, as well. All access to the proposed parcels would be via Grand Oaks Drive.

Petitioner is requesting increased densities for the land, itself. Essentially, Latson Road is being realigned. Petitioner is seeking modification of permitted uses and for an increase in density. Petitioner will ask MDOT to take storm water runoff. Petitioner is requesting two gas stations. A variance in separations between gas stations would be requested, as well.

Dean Tengel feels that it would be wise to keep gas stations closer to the highway access, rather than spread out.

Petitioner is also requesting that a car wash be permitted with one of the gas stations. Petitioner is requesting a bank be permitted with more than three drive-thru lanes. Also, he requests that hospitals and/or medical facilities be permitted. Office use is permitted and projected. Drive-thru restaurants are also requested. This would require a waiver of the five hundred foot separation.

Petitioner agrees that truck stops will not be permitted.

Petitioner addresses modification to density requirements. They ask that minimum parcel size be one acre, however there is one parcel that is .6 acres that would be owned by petitioner. Petitioner requests various changes in setbacks, based on zone one and zone two of phase two.

James Mortensen discusses setbacks from right-of-way line with petitioner. Latson Road is proposed to be five lanes and Grand Oaks is proposed for three lanes. Jeff Purdy indicates that there should be enough greenbelt between building and road to provide for landscaping.

Signage was also discussed. A drawing of proposed signage was presented to the Planning Commission. It is proposed that they be placed alongside the freeway ramp, along phase two of the development.

Petitioner discusses traffic with the Planning Commission. He feels a traffic study should only include acceleration/deceleration lanes on Grand Oaks. He indicates MDOT has studied this area for years. Additionally, it was already paid for by the petitioner and Latson Road was built with this in mind. Therefore, a study would be redundant. James Mortensen asks Tesha Humphriss if MDOT would have already done a study and she indicates they have. She has a copy of it and indicates that MDOT did not analyze the intersection of Grand Oaks and Latson. Also, MDOT did not include development on this parcel in its study. Petitioner indicates that the ordinance would require a traffic study, but he is requesting that he not be required to do so. Jeff Purdy indicates he believes a traffic study is necessary. James Mortensen indicates there are three other

quadrants and how that could be studied is an unknown factor right now. Dean Tengel asks what changes a traffic study could create. Jeff Purdy indicates it addresses more than the number of lanes. The Planning Commission could also look at de-intensifying the uses as a tool to generate less traffic. James Mortensen indicates that he believes the Latson Road interchange and its four quadrants need to be looked at more thoroughly and traffic patterns need to be looked at. Tesha Humphriss indicates that MDOT is going to follow their road development plans, whether the petitioner puts in two buildings or more.

Petitioner requests a modification to the expiration of the PUD conceptual plan to expire two years from the opening of the interchange. The Road Commission is requesting deeds for the right-of-way by the end of May.

Tesha Humphriss discusses her concerns as outlined in her letter of March 4, 2009. James Mortensen believes a statement should be added to the PUD indicating that approval is subject to MDOT providing stormwater drainage. Petitioner has agreed to loop the water main. Kelly VanMarter wants the updated REU schedule to apply. Tesha Humphriss indicates that the location of the internal driveway should be added to a future site plan.

Jeff Purdy suggests lot A should share access with Lowe's driveway to Grand Oaks and lots B & C shall have a shared driveway that is directly aligned with the driveway to Lowe's and lot A. Proposed changes to this would require approval of the Township Engineer.

Jeff Purdy reviews his letter of March 3, 2009 with the Planning Commission. He believes setbacks, building heights, etc., should be waived due to the more intense usage proposed. He thinks higher quality buildings would require a height waiver. He does not support the greenbelt reductions, however. He also suggests a 25% landscape area be maintained. He recommends an updated traffic study either under the PUD concept or by individual sites.

James Mortensen asks petitioner if he objects to the landscaping request. Petitioner is requesting that in zone one, the greenbelt be reduced from 20 feet to 10 feet. He states that he would support language being added to state that the goal is twenty, but ten may be permitted in zone one in the area along Latson, north of Grand Oaks.

Dean Tengel would like to see as many shared drives as possible due to the reduction in lot width. He would also like to see sidewalks be installed on one side of Latson Road.

Petitioner and Chairman Brown discuss changes that need to be made to the environmental impact assessment. The language regarding the storage of hazardous materials is specifically addressed. Chairman Brown does not like the use of the word "significant".

Petitioner and the Planning Commission discuss various proposed changes to the PUD. It is agreed that 90% impervious surface will be acceptable in the area north of Grand Oaks and the balance will be permitted to have 85% impervious surface.

James Mortensen discusses uses outlined on table 7.02. He expresses concerns with there being no limit on special uses permitted "by right". James Mortensen suggests there be one pharmacy permitted w/ drive-in window by right; one dry cleaner drive-thru by right; one restaurant with open front window (i.e., Dairy Queen) by right; one five-lane drive thru bank by right; one stand-alone drive-up teller machine by right; one accessory drive-thru, and no truck stop.

Tesha Humphriss indicates that no traffic signal studies have been done and this should be addressed. Petitioner indicates that a study would have to be paid by the Road Commission and the petitioner would not pay for a light because it's not a private road, but rather a public road. Petitioner indicates he will get involved in design of deceleration and acceleration lanes at Grand Oaks and Latson Roads. If petitioner requests a signal at Grand Oaks and Latson, they will pay for the traffic study (but only if they request it, but they don't foresee doing so).

Planning Commission disposition of petition

- A. Recommendation of PUD amendment. (dated 3-5-09)**
- B. Recommendation of PUD Plan. (dated 2-18-09)**
- C. Recommendation of Environmental Impact Assessment. (dated 2-18-09)**

Motion by James Mortensen to recommend to the Township Board that they approve the amendment to Livingston Commons PUD, Phase two, subject to the following:

1. The requirements of the Township Engineer as outlined in her letter of 3/4/09 will be complied with, with the following modifications to that letter:
 - a. Item 6 in the engineer's letter will be revised to indicate that no traffic study will be required by the developer unless required by another governmental agency such as MDOT or the County Road Commission. However, the requirements for traffic studies for acceleration and deceleration lanes for properties developing along Grand Oaks will still be required of the developer;
 - b. Item 7 will be expanded to include the requirement that lot A shall share access to Grand Oaks Drive with Lowe's and lots B & C shall share access, aligned with the lot A and Lowe's access to Grand Oaks. Any proposed changes from those depicted on the preliminary site plan shall require the approval of the Township

- Engineer. The right for a curb cut along Grand Oaks will be permitted by right to share between Lowe's and lot A;
2. Section 1.3 - will add the words developer funded for the acceleration and deceleration lanes in the last sentence;
 3. Section 1.4 - the last sentence, the word "will" will substitute the word "should";
 4. Section 2.1 – the last four lines after "exhibit C" will be deleted;
 5. Section 2.4 – entire paragraph will be deleted and the words "intentionally left blank" will be inserted;
 6. Section 2.8 – in the minimum lot area, a footnote will be added to the words "one acre" which shall read that "lot A-1 can be .06 acres";
 7. In Zone 1, the parking lot will be revised to read twenty feet instead of ten feet and a footnote will be added saying that this requirement may be reduced to ten feet for the lots north of Grand Oaks Drive;
 8. In Zone 1, a footnote will be added to say 90% impervious surface is permitted in the area north of Grand Oaks and the remainder will be 85%;
 9. In Zone 2, the rear yard setback will be changed to 20 feet from 25 feet;
 10. Article 3, Section 3.2, paragraph C. - eliminate the words "if the main access point is signaled";
 11. Article 3, Section 3.2, paragraph E – strike the last words of the paragraph, "per sub-paragraph A above" and substitute those words for "as determined by a traffic impact study referenced in 3.2.A. above";
 12. Article 3, Section 3.2, paragraph G – add the words to the end of the sentence that "the sidewalk will be required along lot B on Latson Road if a sidewalk is built along the interchange by" This will be paid by the person developing the lot;
 13. Article 3, Section 3.2, paragraph K – Add to the beginning: "In Phase 1, the northern access point to Latson Road between lots four and five" shall have...;
 14. Section 6.2 – "in phase one" should be added after third word in sentence and the last sentence will be modified to indicate 8' concrete sidewalks will be paid for by the lot owners;
 15. Section 6.4, paragraph F – The words "through a lot owners association" will be deleted and the words "by either the developer, or a lot owner, or association" will be inserted;
 16. Section 8.2 – The words "commercial, industrial and residential" will be removed from sentence.
 17. Exhibit C of the PUD agreement will be revised as follow:
 - a. Pharmacy drive-thru's, dry cleaner drive-thru's, accessory drive-thru's, open front window restaurants, five-lane banks and stand alone ATM's shall be allowed as a permitted use once by right and any additional requires a special use permit;
 - b. The schedule will be revised to add that truck stops are not permitted by either right or special use;
 18. There will not be a 500 foot separate required between gas service stations and drive-thru restaurants;

19. This approval is granted for a period of two years from completion of interchange by MDOT;
20. This recommendation is contingent upon the approval of the Township Board of the conceptual PUD plan and Impact Assessment;
21. The Township attorney will review this agreement prior to execution.

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

Motion by James Mortensen to recommend to the Township Board approval of the preliminary site plan reviewed this evening, subject to the following:

1. Approval by the Township Board of the environmental impact assessment and PUD amendment;
2. Revision of this preliminary site plan to be consistent with the modifications made this evening to the PUD agreement.

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

Motion by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment dated 2/18/09 with:

1. Section 8.2 from the PUD Agreement should be inserted in the environmental impact assessment under Item D;
2. Dust control measures should be included;
3. Third paragraph in C-1 – delete the last 5 words;
4. Under section G, the last sentence should reflect the Brighton Fire Dept., not Genoa;
5. Revise to state that “no storage of hazardous materials are planned, other than in full compliance with federal, state and local laws”

Support by James Mortensen. **Motion carried unanimously.**

Administrative Business:

- *Planners report presented by LSL Planners*
- *Approval of January 12, 2009 Planning Commission meeting minutes. **Motion** by Barbara Figurski to approve the minutes of January 12, 2009 as amended. Support by Diana Lowe. **Motion carried unanimously.***
- *Member Discussion*

Adjournment at 10:50 p.m.



LSL Planning, Inc.

Community Planning Consultants

March 3, 2009

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Subject: Livingston Commons – Amendment to established Non-Residential Planned Unit Development (NRPUD) Review #2
Location: Southwest corner of Grand River and Latson intersection
Zoning: NRPUD Non-Residential Planned Unit Development
Applicant: Glenn Gunlock
RG Properties, Inc.
8163 Old Yankee Road
Dayton, OH

Dear Planning Commission:

At the Township's request, we have reviewed the request to amend the existing Livingston Commons Non-Residential Planned Unit Development (NRPUD). Specifically, the request includes slight changes affecting the southerly portion of the PUD for undeveloped Phase II and a new PUD Agreement for this Phase. In general, the changes proposed relate to the size and intensity of land uses, as well as the types of uses permitted. The amendments are the result of the owner's intention to donate 14 acres of land to the Michigan Department of Transportation (MDOT) to accommodate a new interchange at Latson Road. The overall PUD site is located at the southwest corner of the Grand River and Latson intersection. The request has been reviewed in accordance with the Genoa Township Zoning Ordinance and Master Plan.

A. Summary

1. The applicant proposes to amend an established NRPUD to accommodate the donation of land to MDOT for construction of a new interchange at Latson Road.
2. In general, the project complies with the qualifications standards of the Zoning Ordinance; however, the Township must determine that the benefits of the project justify the deviations requested.
3. We support most of the deviations proposed for reduced building setbacks and increased building height.
4. We do not support the reduction to landscape greenbelts along road frontages, including along the interchange ramps.
5. We recommend the greenbelt requirements be added to Section 6.4 of the PUD Agreement.
6. Shared access and cross circulation between sites needs to be provided.
7. An updated traffic impact study should be required.
8. Truck stops should be specifically excluded from the list of allowable uses.

B. Proposal

The applicant proposes to amend an existing Non-Residential Planned Unit Development (NRPUD) for the Livingston Commons project. The amendment has been requested as a result of the applicant's intent to donate 14 acres of land to MDOT for the construction of a new interchange at Latson Road. The

proposed project includes an updated concept plan for Phase II of the site and an accompanying PUD Agreement. In general, the proposed PUD Agreement allows for uses consistent with the RCD Regional Commercial District. The original PUD Agreement, which predates the RCD, notes that Phase II uses would include a mixture of those uses permitted in HDR, OSD, IND and GCD.

The NRPUD designation is a separate zoning district that permits high quality commercial development consistent with the Township Master Plan. The Master Plan identifies the majority of the property as Regional Commercial. The southerly portion, which is the area to be donated to MDOT, is shown as Public/Quasi Public.

C. Process

The NRPUD review and approval process is outlined below. The applicant is at Step 1 in the process.

1. The Township Planning Commission makes a recommendation to the Township Board on the amendments proposed to the Concept Plan and PUD Agreement following a public hearing.
2. The Township Board acts on the amendments proposed to the Concept Plan and PUD Agreement.
3. The Township Planning Commission makes a recommendation to the Township Board on the Final PUD site plan.
4. The Township Board acts on the Final PUD site plan.

D. Conceptual PUD Site Plan Review

1. **Qualification Requirements.** As a previously approved PUD, the original project was deemed to have met the qualification requirements upon rezoning, plan approval and execution of a PUD Agreement. The project still complies with qualification requirements regarding single ownership, the minimum acreage and access to utilities. Another important consideration is the benefit demonstrated by the project. The amended draft PUD Agreement calls for similar site design elements to those developed in Phase I. Such elements include well designed buildings with quality materials, ornamental lighting, landscaping to diminish the prominence of parking lots, pedestrian connections and a Township entryway landmark feature. Phase II of the PUD has been put forth in light of the fact that the owner intends to donate 14 acres of property to MDOT for construction of a new Latson Road interchange. The new interchange will result in a direct, benefit to the public. The Township must determine if the benefits of the project support the deviations requested.
2. **Uses Permitted.** The Master Plan and Future Land Use Map identify the northerly portion of the site as Regional Commercial and the southerly portion as Public/Quasi Public. The proposal to amend the PUD to include uses permitted in the RCD is compatible with the Master Plan.
 - a. As proposed, uses permitted in the RCD would be allowed in Phase II of the NRPUD. However, there are several uses identified in the Zoning Ordinance that are not permitted as part of a PUD. In response, the applicant has requested the ability to develop up to 2 auto service stations and 2 drive-through restaurants by right with the ability for additional such uses where the special land use conditions are met. We recommend that the list of uses specifically exclude truck stops.
 - b. The PUD Agreement suggests a deviation from the specific use standards for auto service stations regarding separation between storage tanks and wells, churches and schools, but does not mention the requirement for 500-foot separation between auto service stations. Based upon the Concept Plan, this standard would not be met. Language to this effect must be added to the PUD Agreement.

- c. The revised PUD Agreement indicates that all special uses in the RCD, other than those described above, shall require a separate special use approval.

3. Dimensional Requirements. The applicant requests several deviations from conventional standards for Phase II. The amended Concept Plan is divided into two “Zones” with differing dimensional standards proposed. As proposed, Zone 1 includes Lots A, B, C and E, while Zone 2 includes Lots D, F, G, H and I. The following table compares Zones 1 and 2 with conventional RCD standards. Given the unique location within the community between the new interchange and the principal commercial area of the Township, we are in support most of the deviations as noted below.

However, we are concerned about the reduction proposed to landscaped greenbelts along road frontages, including along the interchange ramps. This location will be a high-profile entrance to the community and it is important that there be quality landscaping. Smaller frontage greenbelts will push trees closer to the roadways, which will increase impacts to vegetation from salt-spray.

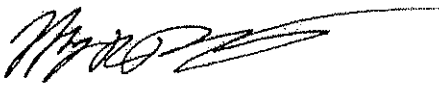
	RCD	Zone 1	Zone 2	Recommendation
Min. lot area	2 acres	1 acre	1 acre	Support, provided lot coverage standards are not compromised, as noted below.
Min. lot width	200 feet	120 feet	175 feet	Support, provided driveway spacing and shared access are provided as noted under access.
Front yard setback	70 feet 35 no parking in front yard	20 feet	50 feet	Support, provided front yard is landscaped where setback is less than 70 feet.
Side yard setbacks	20 feet	10 feet	20 feet	Support, provided lot coverage standards are not compromised, as noted below.
Rear yard setback	50 feet	5 feet	20 feet	Support, provided there is a 20-foot setback from interchange ROW.
Parking lot setback – front	20 feet for front	10 feet for front	20 feet for front	Should provide 20-foot greenbelt along all road frontages, including interchange ROW.
Parking lot setback – side/rear	10 feet for side and rear	5 feet for side and rear	10 feet for side and rear	Support, provided a 20-foot greenbelt is maintained along interchange ROW.
Max. lot coverage	35% building 75% impervious	50% building 90% impervious	35% building 85% impervious	Support building coverage proposed. <u>Do not support increasing the 75% max. total coverage.</u>
Max. building height	45 feet 3 stories	75 feet 5 stories	75 feet 5 stories	Support, provided taller buildings exemplify high-quality architecture.

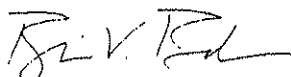
4. Open Space. Section 10.03.05 of the Zoning Ordinance (PUD regulations) requires that NRPUDs have a minimum of 25% open space, as does the Phase I PUD agreement. The applicant is proposing to reduce this to 15% in Zone 1 and 20% in Zone 2 based upon the donation of ROW for the interchange. This location will be a high-profile entrance to the community and it is important that there be sufficient open space for landscaping. Some flexibility to the open space may be allowed on a lot by lot basis provided there is sufficient landscape area on each site to meet requirements.

5. **Vehicular Access.** Access is provided to Phase II by the reconfigured Grand Oaks. The agreement specifies that “no direct access will be permitted to any Phase II lots from Latson Road if the interchange and Grand Oaks are built as shown, with the possible exception of Lot B at the discretion of the Township. This driveway would be limited to right turns only and subject to MDOT approval.
 - a. Shared access and cross circulation between sites needs to be provided. In response, the PUD Agreement states that “interior drives shall provide circulation between the various uses, where feasible and appropriate as determined by the Township.”
 - b. We recommend lots B and C provide a shared driveway that aligns with a shared drive for lot A and Lowe’s. In response, the Concept Plan incorporates a shared driveway between these lots. However, the Lowe’s drive will need to be narrowed.
 - c. The Latson Road driveway just south of Grand River Avenue will be widened to allow both right-turns in and out.
6. **Traffic Impact Study.** The PUD Agreement states that “no developer or occupant sponsored traffic impact study shall be required except, at the discretion of the Township, the Owner/occupant of an individual lot may be required to perform a limited traffic study which would determine the need for and the length of an acceleration, deceleration or right turn lane based upon speed limits and background traffic.” Given the proposed amendments that introduce more auto-oriented uses, the Township should require the submittal of an updated traffic impact study. We defer to the Township Engineer to determine the extent of the update needed.
7. **Pedestrian Circulation.** Pathways are proposed along the west side of Latson Road and the north side of Grand Oaks as each lot develops. These are required to be eight-foot wide concrete.
8. **Landscaping.** The PUD Agreement makes specific reference only to parking lot landscaping. We strongly recommend that the greenbelt requirements also be met.
9. **Signage.** The PUD Agreement proposes to match the current sign regulations, except that two highway signs are proposed with a maximum height of 27’-4” and a maximum area of 200 square feet each. A Township entryway sign is also proposed; however, this feature needs to be shown on the Concept Plan.
10. **Site Plan Information.** The PUD Concept Plan provides much of the information required by Section 10.05 of the Zoning Ordinance; however, the Plan does not show building setbacks/envelopes or parking areas.

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

Sincerely,
LSL PLANNING, INC.


Jeffrey R. Purdy, AICP
Partner


Brian V. Borden, AICP
Senior Planner



Genoa Charter Township

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

Memorandum

TO: Genoa Township Planning Commission Members

DATE: March 4, 2009

RE: Livingston Commons PUD – Phase II

As requested, I have reviewed the above referenced Planned Unit Development (PUD) Agreement for Phase II of the above referenced development stamped received by Genoa Township February 18, 2009. The site is located on the southwest corner of Grand River Avenue and Latson Road. The petitioner is requesting to modify the existing PUD agreement for the development of Phase II of this property. Please consider the following comments when taking action on this PUD Agreement:

GENERAL

1. The reference to the Ohio Environmental Protection Agency in Section 2.7 should be removed from the document.

DRAINAGE AND GRADING

2. The petitioner is requesting MDOT provide all the detention requirements for Phase II, which is currently addressed in Articles V and VIII. In Article V, the petitioner states that the "Upon receipt of documentation that detention requirements in accordance with Township standards are being met by MDOT, the Township agrees to waive any separate detention requirements". The following language in Section 8.2 should be relocated to Article V "So long as the total discharge does not exceed the volumes described in Exhibit F, and MDOT agrees to provide Stormwater Management for such water volume and flows, the Township will agree to waive on-site Stormwater Management requirements".

UTILITIES

3. Article VIII, Section 8.1, states "A minimum twelve inch (12") water main will be constructed by Owner to connect an existing 12" water main on Fendt Road and Latson to the west and to the Phase I water line to the north". This will require the petitioner to provide a looped water main as part of this project. However, the existing water main to the west is located at Fendt Road and Grand Oaks, not Fendt Road and Latson, and the agreement should be revised to reflect this. In addition, language should be added stating that final design plans will be required to determine the specific layout of the water main.

Supervisor
Gary T. McCririe

Clerk
Paulette A. Skolarus

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees

H. James Mortensen • Jean W. Ledford • Todd W. Smith • Steven Wildman

4. The Owner will be responsible for the construction of the on site sanitary sewer collection system and final design plans will be required. Language should be added to the PUD agreement to reflect this.
5. Article VIII, Section 8.3, references Schedule G from the original PUD agreement. Schedule G is the Township Equivalent User Table, dated 03/26/99. Schedule G should be updated with the current Equivalent User Table, dated 2/21/05.

TRAFFIC

6. Article III states "No Off-site road improvements shall be required" and "no developer or occupant sponsored traffic study shall be required". It is my understanding that the petitioner has included this language to avoid completing a traffic study and road improvements shortly after, within one to two years, of the interchange being constructed. In concept I agree with this logic, however, we do not know how this area will develop, therefore the Township should not preclude all future traffic studies and off site road improvements. Therefore, language should be added to the PUD agreement that allows the Planning Commission discretion to require traffic studies and/or off site road improvements.
7. It is recommended that an internal roadway be installed between Phase I and Phase II of this development. The petitioner has provided a conceptual location for this connection on Exhibit B. The final approval of this connection is subject to the review and approval of the Planning Commission, and language should be added to the PUD agreement to reflect this.

I recommend the Planning Commission consider the above listed items before acting on this revised PUD agreement. Please feel free to contact me at (810) 227 - 5225 with any questions or concerns.

Sincerely,



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



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

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

March 5, 2009

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Livingston Commons PUD Agreement
Latson & Grand River in Section 5 of Genoa Twp.
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on February 27, 2009. The project is based on a revised PUD agreement for the overall site with a general non-descriptive layout of the site (submittal does not include information on engineering, roadway widths, needed fire flow, etc). The plan review is based on the requirements of the International Fire Code (IFC) 2006 edition.

Additional comments and associated site plan reviews will be provided during the various approvals for each specific site.

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,

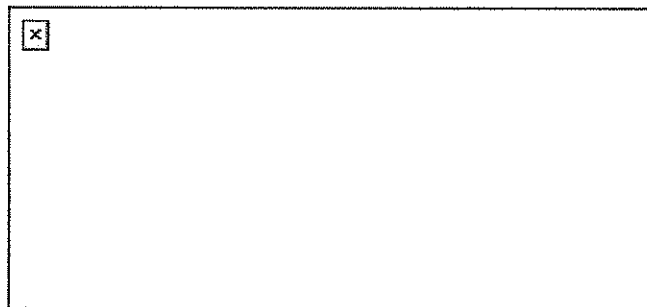
A handwritten signature in black ink, appearing to read "M. O'Brian".

Michael D. O'Brian
Fire Marshal

Livingston Commons Genoa Township

Impact Assessment Phase II

December 2008



LIVINGSTON COMMONS

GENOA TOWNSHIP

IMPACT ASSESSMENT

DECEMBER 2008

RG PROPERTIES, INC.
8163 OLD YANKEE ROAD, SUITE B
DAYTON, OH 45458

13.05 WRITTEN IMPACT ASSESSMENT

A. Assessment Preparer

RG Properties, Inc.
8163 Old Yankee Road
Suite B
Dayton, OH 45458

B. Description of Site

This site consists of approximately 36 acres at the southern side of the Livingston Commons Center near the corner of Latson Road and Grand River Avenue in Section 5 of Genoa Township. The site is bounded on the south by I-96 and Grand Oaks Drive, on the east by Latson Road, on the north by Livingston Commons, and on the west by the Gen-Tek Industrial Park.

C. Impact on Natural Features

C.(1) Existing Environmental Characteristics

The site may be best described as an area of glacial till sloping and west to east. Vegetation of the present site is an Old Field Association with individual specimen trees scattered throughout the site with more significant groupings along the Latson Road right-of-way and the west property line.

Use of the site is currently fallow farmland. High voltage overhead wires also occupy the south 150 feet and parallel the south property line. The site is vacant.

Adjacent land uses consist of I-96 right-of-way on the south, Howell Public Schools on the east, and light industrial park on the west, in addition to retail uses near Grand River Avenue. Immediately north of this site and north of Grand River Avenue is a Meijer's Department and Food Store.

According to the Soil Survey of Livingston County, published in 1974 and 1993, by the U.S. Department of Agriculture, the site is mapped as Miami loams with 2 to 6 percent slopes. The soil type engineering characteristics show relatively slow surface runoff, moderate permeability, fair suitability for fill, fair stability for structures, and low to moderate shrink-swell limitations. The soil type has seasonal grading limitations due to moisture retention and additionally, have erosion hazards when unprotected.

There is no evidence of wetlands or floodplains affecting this site. Natural surface drainage currently leaves the site through overland flows at the southeast corner of the site.

C.(2) Proposed Environmental Characteristics.

The proposed use plan also contemplates the addition of an interchange of I-96/Latson Road, and highway business uses adjacent to this interchanged based upon plans currently being discussed by the State. Currently, the standards of the P.U.D. are being negotiated jointly with the developer and Township officials.

Significant change will occur if the plan by MDOT comes to fruition to construct an interchange at the I-96/Latson Road intersection. It is the intent of this proposal that the anticipated negative impacts by the proposed development will be mitigated by proper initial planning; property designed landscaping and buffering, and internal and external traffic control.

The elevation of Latson Road and the future interchange are illustrated and accommodated on the proposed development plan. At this time, MDOT has completed only preliminary planning and ,therefore, only estimated grades and elevations along the south portion of the site are available. Latson Road is no longer being relocated to the west as was contemplated about ten (10) years ago.

D. Impact on Storm Water Management

The site is not in a county drain district and will need to be incorporated into a future drainage district developed by MDOT as part of the Latson Road interchange project.

The developer is requesting that MDOT handle detention requirements off-site.

E. Impacts on Surrounding Land Uses

The proposed use conforms with both the existing and proposed land use pattern of the area. A review of the Township Master Plan indicates a future land use of this site as Regional Commercial (RCD) on the site. This master plan acknowledges the selection of Latson Road as the approved location for an I-96 interchange, allowing a convenient access to this part of Livingston County by residents south of I-96.

The proposed use is further supported by the planned MDOT interchange of Latson Road. The proposed retail, restaurant and commercial uses are quite compatible with the mixed retail/commercial and light industry currently located in the area.

Impact on School

It is assumed that the Latson Road Elementary School will be re-developed over time once the interchange is completed.

The following is an excerpt from the East Howell Area I-96 access study that addresses traffic and noise.

Latson/Lake Chemung Alternative. Based on the 2020 design hour volumes for the Latson/Lake Chemung Alternatives, residents and commercial properties abutting Grand

River Avenue and I-96 would be exposed to design hour noise levels that approached or exceed the NAC as shown in Table 7.B. The Latson Elementary School, along with commercial and residential properties along Latson and Nixon Roads, would not be exposed to a noise impact from the proposed project.

The design hour 66 dBA L contour along Latson Road is estimated to occur approximately 35 m (115 feet) from the proposed roadway centerline. Along Nixon Road, the distance to the 66 dBA L contour is approximately 25 m (82 feet) from the improved roadway centerline. Higher volumes and operating speeds on Grand River Avenue and I-96 result in distances of 72 m (236 feet) and 104 m (340 feet), respectively, to the design hour 66 dBA I contour. Noise levels within the distances presented, measured perpendicular to the roadway in either direction are 66 dBA or greater. These distances were developed to assist local planning authorities in developing land use control over the land in transition along the corridor in order to prevent further development of incompatible land use.

The proposed use conforms to all paragraphs of Section 2.56, Site: Performance Standards, Genoa Township Zoning Ordinance. Noise and pollutant levels, generated by automobiles and truck traffic at the site, will be equivalent to similar size retail areas. All dust mitigation control measures will be followed.

F. Impact on Public Facilities and Services

It is anticipated that the new development will support its fair share of these service costs through appropriate taxing methods. The smaller scale retailers, restaurants and office uses will impact parks, schools, and roads on a minimal basis.

G. Impact on Public Utilities

Storm Drainage. Storm drainage will be handled by the Michigan Department of Transportation.

Sanitary Sewers. All sewers will be building in accordance with the Genoa Township design standards. The design is currently being completed.

Water System. The water main will be looped from the existing 12-inch main stubbed at Latson Road to the water main in the Gen Tek Industrial Park, such that there is a continuous 12-in line (or its equivalent) east-west through the site. An 8-inch branch line will loop and connect to the existing main on the south side of Grand River Avenue.

Hydrants will be placed on the site. The exact locations will be reviewed and approved by the Brighton Area Fire Department and the Township Engineer.

H. Storage and Handling of Hazardous Materials

There are no plans for storing hazardous materials on this site, other than gas stations and then only in compliance with all Federal, State and local laws.

I. Traffic Impact

Traffic for the original development was mitigated through a combination of assessment and private work. Phase II impacts will be mitigated as part of the interchange and Grand Oaks Construction.

J. Historic and Cultural Resources

None

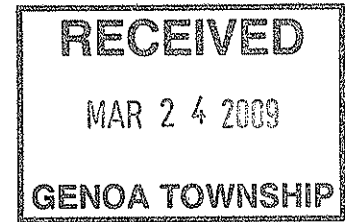
K. Special Provisions

There are no special provisions know to be attached to this property.

L. Sources of Information

1. Soil survey of Livingston County, Michigan. United States Department of Agriculture, issued 1974, reissued 1993.
2. Grand River Avenue Area Corridor Plan, Genoa Township, Livingston County, adopted April 10, 1995, McKenna Associated, Inc.
3. Genoa Township Zoning Ordinance, Livingston County, Michigan, adopted 1990, amended through 1997, Genoa Township Planning Commission.
4. Master Plan (preliminary draft), Genoa Township, Livingston County, July 8, 1998, Genoa Township Planning Commission with others.
5. Draft Traffic Study for I-96 at Latson Road Interchange by Wilcox and RC Engineering dated December 2008.

STATE OF MICHIGAN
COUNTY OF LIVINGSTON
GENOA CHARTER TOWNSHIP



PLANNED UNIT DEVELOPMENT AGREEMENT
FOR PHASE II LAND

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this _____ day of _____, 2009, by **RLG Howell Ltd, a Michigan Limited Liability Company and GCG Howell Ltd, a Michigan Limited Liability Company**, 8163 Old Yankee Road, Dayton, Ohio 45458 (referred to as "Owner"), and the **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, 2911 Dorr Road, Brighton, Michigan 48116 (referred to as "Township").

RECITATIONS:

The Owner possesses fee title to certain real property situated in the Genoa Charter Township, County of Livingston, and State of Michigan, more particularly described on attached Exhibit A (referred to as the "Property").

The State of Michigan and the Livingston County Road Commission have been developing plans to construct a new full-service interchange with Latson/Nixon Road at the southern edge of the Property. The Township believes that this is in the best interest of the Township and the County. The public investment will significantly enhance access to the Property from the south and enhance the future desirability and value for certain types of development. Recognizing the potential future uses of this Property in the event that the Interchange is constructed in the future, the Township has amended the Master Plan for the Property.

The Owner does have a site specific development plan for a portion of the Property and that project has been built. It is open and on even date hereof is known as Livingston Commons Shopping Center and is generally depicted on Exhibit B as "Phase I". The original Planned Unit Development Agreement recorded in Liber 2609, page 0205 of the Livingston County records for all Phase I land applies to the Phase II Land unless specifically modified herein.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 110 of the Public Acts of 2006, as amended, reclassified the Property as Non-Residential Planned Unit Development District, finding that such classification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance (as amended), including the encouragement of innovation in land use, the preservation of open space in areas adjacent to Latson Road in order to achieve compatibility with adjacent land uses, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate employment. Further, the Township

Planning Commission and Township Board find the Non-Residential Planned Unit Development District and the PUD Plan are consistent with the adopted Corridor Plan and Master Plan.

The Township has found and concluded that the uses and future development plans for Phase II lands and conditions shown on the approved PUD Concept Plan, attached as Exhibit B (“PUD Plan”), are reasonable and promote the public health, safety and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

NOW, THEREFORE, OWNER AND TOWNSHIP, in consideration of the mutual promises contained in the Agreement, HEREBY AGREE AS FOLLOWS:

ARTICLE I. GENERAL TERMS OF AGREEMENT

- 1.1 The Township and the Owner acknowledge and represent that the recitations set forth above are true, accurate and binding.
- 1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Phase II land by Owner’s, successors, assigns and transferees.
- 1.3 The PUD Plan, attached as Exhibit B has been duly approved by Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Phase II land. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay. Provided Grand Oaks is constructed to County standard at three (3) lanes wide, the only Owner funded road improvement may be acceleration or deceleration lane(s) as described and defined herein.
- 1.4 Except as specifically provided for in this Agreement, final site plans will comply with applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations from ordinance regulations may be agreed upon by the Township and the Owner. Changes to the PUD Concept Plan or PUD Agreement will be processed as outlined in the Ordinance.
- 1.5 The PUD Plan identifies the location and configuration of the authorized land uses that may be developed on the Property, except as noted in 1.3 above.
 - A. All uses authorized as permitted or as may be authorized by special land use are defined on Exhibit C.
 - B. The Owner shall be permitted to adjust the size or shape of the various parcels, provided the adjustment does not alter the land use designation for any area of the Property or increase the intensity and/or density of use. All

development shall be subject to Final PUD Site Plan and land division approval. In addition:

1. The Owner shall not be entitled to make a modification which substantially increases the impact upon adjoining properties or facilities without the approval of Township.
 2. The Owner shall not be entitled to make other substantial changes without the approval of Township.
- C. The sizes of the various parcels within the land use designations shall be subject to modification under the applicable regulations of the Zoning Ordinance and state law.
- 1.6 This Agreement, including the uses approved on the PUD Plan, are for the benefit of the Property, and shall run with the Property, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties to this Agreement.
- 1.7 The Conceptual PUD Site Plan submitted concurrently with this Agreement shall expire two (2) years from the completion of the interchange at Latson and I-96, rather than two (2) years from the plan's approval.

ARTICLE II. LAND USE AUTHORIZATION

- 2.1 Phase II of the Planned Unit Development shall include a land use authorization for the following uses, as set forth on the PUD Plan:

RCD Regional Commercial District

and as further modified on Exhibit C Phase II of the PUD shall include a variety of uses permitted within the Regional Commercial District (RCD) including those uses listed in Exhibit C.

- 2.2 No construction shall be permitted until Owner has received final site plan approval in accordance with Genoa Township ordinances. More detailed planning for the development of the Property shall be undertaken on a parcel-by-parcel basis, subject to the intent and obligation to coordinate development of the Property as a whole, as specified hereinafter. The Owner, as dictated by the Owner's transferees, shall determine the timing and order of development. At the time the Owner, and the Owner's assigns and transferees, are prepared to develop each portion or phase of the Property, a plan prepared in the form required by applicable ordinance and law, including impact assessments required by the Township, and consistent with this Agreement, shall be submitted for review and approval. The Township shall review each of such plans within a reasonable time. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Zoning Ordinance which are

inconsistent with this Agreement unless the concept plan as set forth herein is materially altered at the request of the Owner or its successors and assigns. Notwithstanding the above, the Freestanding Signs described in Section 7.2 and shown on Exhibit E may be constructed after final execution of this Agreement by the Owner and the Township.

- 2.3 If a use authorized under Exhibit C as a special land use is proposed on the Property, such use must be applied for and authorized as provided in the Zoning Ordinance. This shall include outdoor sales. Further storage or staging of materials shall be limited to those areas designated on the final site plan, which areas shall be striped and signed for clear identification. No storage of trucks, trailers or similar delivery vehicles or containers shall be stored on site for more than twenty-four (24) hours unless they are being actively loaded or unloaded.
- 2.4 Intentionally Omitted
- 2.5 A minimum 15% of the site shall be open space as defined in the Zoning Ordinance in the Zone 1 area and 20% in the Zone 2 area. Such open space shall be dispersed throughout the site. Open space is defined as undisturbed areas of key natural features, detention ponds, landscaped areas or plazas. Detention areas shall comprise no more than 50% of the required open space.
- 2.7 Notwithstanding the current code, the principal structure and parking lot must be set back in accordance with Exhibit B, including restaurants with drive through facilities. There shall be no prohibition against multiple drive through restaurants or automobile service station except as detailed on Exhibit C. Further, although only one individually dedicated curb cut per lot is permitted, additional access points are permitted if shared by adjacent users. Notwithstanding restrictions noted in section 7.02.02(k), as long as the underground tanks for gas stations are double walled and meet OEPA and MDEQ requirements distance from wells, churches and schools will not be considered.
- 2.8 The dimensional standards in Section 7.03 for the Regional Commercial District to read as follows:

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Minimum lot area	1 Acre*	1 Acre	1 Acre
Minimum lot width	120 feet	120 feet	175 feet
Front Yard	20 feet	20 feet	50 feet
Side Yard	10 feet	10 feet	20 feet
Rear Yard	5 feet	20 feet	20 feet
Parking Lot	10 feet	20 feet	20 feet
	5 feet side and rear	10 feet side and rear	10 feet side and rear

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Max lot coverage	50% building, 90% impervious	35% building 90% impervious	35% building 90% impervious
Maximum height	75 feet, 5 stories	75 feet, 5 stories	75 feet, 5 stories

* Except Lot A1 which may be as small as 0.60 acres

ARTICLE III. CURB CUTS AND OFF-SITE TRANSPORTATION IMPROVEMENTS

3.1 The establishment of curb cuts and driveways to public thoroughfares from the PUD Property shall be limited and restricted for the purpose of reducing the number of turning movements to and from the Property.

3.2 Off-Site Improvements in Public Right of Way.

Provided Grand Oaks is constructed at a County standard three (3) lane road section no Off-Site road improvements shall be required of the Owner or occupants for the development of the Phase II property; provided, however, Owner may be required to construct acceleration or deceleration lanes as deemed necessary by sub-paragraph A below.

- A. No developer or occupant sponsored traffic impact study shall be required except, at the discretion of the Township, the Owner/occupant of an individual lot may be required to perform a limited traffic study which would determine the need for and the length of an acceleration, deceleration or right turn lane based upon speed limits and background traffic.
- B. Access shall be limited, to the lots through entrances along the relocated Grand Oaks. No direct access will be permitted to any Phase II lots from Latson Road if the interchange and Grand Oaks are built as shown, with the possible exception of Lot B at the discretion of the Township.
- C. Main access points shall be spaced from existing signalized intersections to ensure sound traffic operations if the main access point is signalized. The site design shall direct traffic flow to use the main access points.
- D. Interior drives shall provide circulation between the various uses, where feasible and appropriate as determined by the Township.
- E. Stacking or queuing depth at site access points shall be sufficient to accommodate expected peak hour volumes to minimize conflict with inbound or internal circulation as determined by the traffic study required by 3.2 above.

- F. Additional right-of-way shall be provided as agreed to separately by the Owner and the Michigan Department of Transportation and/or the Livingston County Road Commission.
- G. A pedestrian walkway will be constructed along the north side of Grand Oaks and the west side of Latson as each lot develops by the party developing such lot. Such walkway will be eight feet (8') wide and built to Township standards. In addition, if MDOT constructs a pedestrian walkway as part of the bridge over I-96 and connects the walkway to the southeast corner of Lot B, the lot owner of Lot B shall construct a walkway from that corner to the relocated Grand Oaks.
- H. Intentionally Omitted
- I. Intentionally Omitted
- J. Intentionally Omitted
- K. The northern access point (between lots 4 and 5) along Latson Road shall have limited movements. Initially, it was constructed as a "right-in only" drive for southbound traffic. If the interchange is constructed in the future as contemplated by this Agreement, the access point may be expanded to allow both "right-in" and "right-out" turning movements. This area is actually part of the Phase II Property.
- L. Intentionally Omitted
- M. Intentionally Omitted.

ARTICLE IV. INTERNAL ROAD NETWORK

- 4.1 Access shall be established between Phase I and Phase II as shown on Exhibit B

ARTICLE V. DRAINAGE

- 5.1 The system of drainage on the Phase II Property is planned currently to be constructed by MDOT as part of the Interchange project. So long as the total discharge does not exceed the rates described on Exhibit F and MODT agrees to provide storm water management for such water rates and flows, the Township will agree to waive on-site storm water management requirements. The on-site drainage conveyance system will be built by Owner or its assigns. In the event MDOT does not provide detention as planned Owner is required to meet the Township's drainage requirement on the Phase II land.

ARTICLE VI. SITE IMPROVEMENTS

- 6.1 There shall be a coordination of site improvements within the overall Property, with the objective of creating site improvements that are integrated and mutually supportive among the respective portions or phases of the development, including the utilities, landscaping and lighting.
- 6.2 The bermed buffer area adjacent to Latson Road required for the Original PUD can be eliminated.

A pedestrian network shall be constructed on the north side of Grand Oaks and the west side of Latson, as each lot develops per Township standards, in accordance with Article III, 3.2, G.

- 6.3 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the buildings are serviced from underground.
- 6.4 The following site elements shall be provided:
- A. Site design and landscaping shall diminish the prominence of parking lots as viewed from public streets.
 - B. A Township entranceway landmark shall be provided near the intersection of the expressway ramp. A rendering is attached as Exhibit D. The flag and pole shall be maintained by the Township. The balance including lighting shall be maintained by the Owners group similar to the one to be established for maintenance and lighting of the free standing signs.
 - C. Extensive greenways and tree-lined drives shall be within parking lots and throughout the site to improve traffic operations and views, with particular emphasis on the Zone 1 lands.
 - D. One parking lot tree shall be provided for each 2,000 square feet of paved parking, excluding aisles, public service areas, non-service driveways and drives. All landscaping shall include all required landscaping pursuant to section 12.02.04
 - E. Ornamental lighting shall be provided along Latson Road right of ways consistent with other recent developments at the same intersection.
 - F. Ongoing maintenance and repair or replacement of site design elements, such as common landscaping, lighting, joint freestanding signage shall be maintained by Owner or through a lot owner's association.

- G. The parking lot configuration, sizes and quantities of stalls, shall be accepted as shown on a final site plan as approved by the Township.

ARTICLE VII. DESIGN OF BUILDING AND SIGNS

- 7.1 The architecture, building materials, colors and shapes of all non-residential buildings shall be in substantial conformity with the guidelines set forth in the Genoa Township Zoning Ordinance, as adopted, and as it may be reasonably amended. It is the intention of the parties to promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Flat front roof facades shall be discouraged. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. Each site plan will include a narrative or illustration(s) that demonstrate the design will be consistent with, or complement architecture of the other sites. Buildings shall utilize high quality architecture with variable building lines, peaked roofs and architectural accents. Brick facades or tilt up panels with brick shaped forms or other natural materials (i.e., brick, stone, etc.) shall be used for certain building faces.

Other materials may be used for architectural accents provided such materials shall have the appearance of cut or cast stone or stucco. Out parcel buildings shall treat all wall surfaces with at least eighty percent (80%) natural materials.

- 7.2 Signage: Freestanding signs for individual lots within the Phase II PUD shall be ground mounted (monument) signs. No pole signs shall be permitted. All freestanding signs shall have a base constructed of materials that coordinate and are not inconsistent with the building, and other signs within the PUD. In addition, there shall be permitted two highway signs, such signs shall be a maximum of 200 square feet each, shall not exceed thirty (30) feet in height and shall be permitted to advertise users in both Phase I and Phase II of the project with designs (but not necessarily content) as shown on Exhibit E. Each individual lot within the PUD shall be limited to monument signs no taller than 6 feet and no larger than 72 square feet in area. All wall signs shall have channel lettering or individual letters (not panels). All freestanding lighted signs shall be internally lit. Wall, highway and other signs shall be permitted as authorized in the Zoning Ordinance.
- 7.3 Landscaping and site lighting: The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color. All ornamental lighting shall be of the same style as Phase 1.

ARTICLE VIII. UTILITIES

- 8.1 All of the Property is located within the water special assessment district. Each commercial and residential parcel/use must connect to the community water system. A minimum twelve inch (12") water line will be constructed by Owner to connect an existing 12" water main on Fendt Road and Grand Oaks to the west and to the Phase I water line to the north. Final design plans will be required to determine the specific lay-out of the water main.
- 8.2 All of the commercial, industrial and residential buildings constructed on the Property shall, as developed, be connected to and served by public sanitary sewer. The Township represents that there has been reserved for owner adequate municipal wastewater treatment capacity to service the approved use of the Phase II Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the development based upon the Concept Plan attached hereto. Owner acknowledges that the final design and location of the sanitary outlet may not have been determined. The Township acknowledges and agrees that no additional costs or assessments shall be levied against the Phase II Property or any of its owners to establish or relocate this outlet.
- 8.3 Fees, charges and costs for utilities shall be as set forth on attached Schedule G, which may be amended on a district-wide basis from time to time.

ARTICLE IX. MISCELLANEOUS

- 9.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The Owner and the Township shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, mortgagees, or others.
- 9.2 Reference in this Agreement to activities by the Owner in relation to development is intended to include Owner's transferees and assigns unless context dictates to the contrary.
- 9.3 In the event of any direct conflict between the specific terms and provisions of this Agreement (including the attached PUD Plan) and the provisions of the Zoning Ordinance, or other Township ordinances, rules or regulations, the provisions of this Agreement shall control.
- 9.4 In the event a portion of the Property is submitted for site plan approval, and such approval is denied, the party submitting such site plan shall be entitled to appeal such decision to the Zoning Board of Appeals as provided by law, and all parties shall agree to proceed expeditiously to final resolution.

- 9.5 The undersigned parties acknowledge that the conditions imposed upon the development of the property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a)(b) and (c).
- 9.6 Until the Property is fully developed, each site plan applicant shall be responsible following Township approval of the respective site plan, plat and/or site condominium presented to the Township. Each site shall superimpose the approved plan of development upon the overall PUD plan to clearly illustrate the final development plan for each portion of the Property. The Developer shall provide an overall site plan which incorporates general site plan for detail of all of the site plans upon completion of the entire development.

APPROVED by Owner on this _____ day of _____, 2009.

WITNESSES:
AS TO BOTH:

OWNER:

RLG Howell, Ltd, a Michigan
Limited Liability company

GCG Howell Ltd., a Michigan
Limited Liability company

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this _____ day of _____, 2009, before me, a notary public in and for Montgomery County, personally appeared RANDALL L. GUNLOCK, managing member of RLG Howell Ltd, a Michigan Limited Liability company to me known to be the persons described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be his free act and deed.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this _____ day of _____, 2009, before me, a notary public in and for Montgomery County, personally appeared GLENN C. GUNLOCK, managing member of GCG Howell Ltd, a Michigan Limited Liability company to me known to be the persons described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be his free act and deed.

Notary Public

APPROVED by the Township Board for the Township of Genoa on the _____ day of _____, 2009, at a meeting duly called and held.

WITNESSES:

TOWNSHIP OF GENOA:

By: _____

By: _____

STATE OF MICHIGAN)
) SS:
COUNTY LIVINGSTON)

On this _____ day of _____, 2009, before me, a notary public in and for Livingston County, personally appeared _____ and _____ to me known to be the Supervisor and Clerk, respectively, who were duly authorized by the Genoa Township Board to sign this Planned Unit Development Agreement on behalf of Genoa Township and who acknowledged the same to be their free act and deed.

Notary Public

EXHIBIT LIST

Exhibit A	Legal Description
Exhibit B	PUD Concept Plan
Exhibit C	Schedule of Permitted Uses
Exhibit D	Rendering of Entranceway Landmark
Exhibit E	Rendering of Highway Signs
Exhibit F	Stormwater Drainage Calculations

LEGAL DESCRIPTION PHASE 2

11-08-200-009

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

Commencing at the Northeast corner of Section 8, Town 2 North, Range 5 East;

Thence South 87 degrees 37 minutes 12 seconds West, along the North line of said section, 60.02 feet to a point on the westerly right-of-way line of Latson Road;
Thence South 01 degrees 25 minutes 15 seconds East, along said right-of-way line, 142.85 feet; to the Point of Beginning;

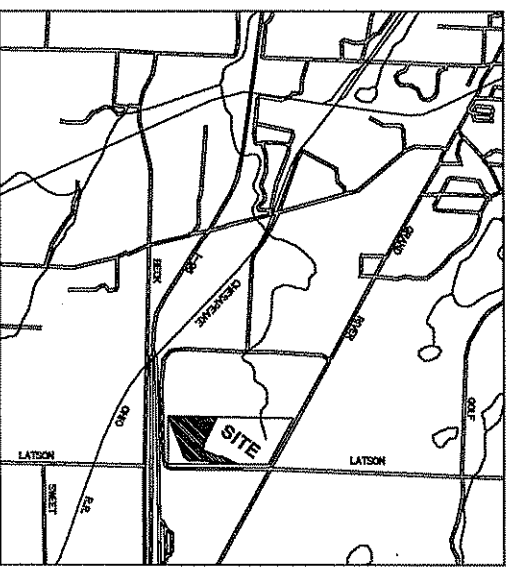
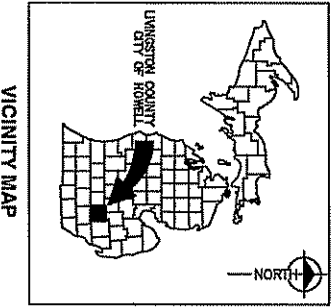
Thence South 01 degrees 25 minutes 15 seconds East, 179.22 feet;
Thence North 88 degrees 34 minutes 35 seconds East, 27.00 feet;
Thence South 01 degrees 25 minutes 15 seconds East, 1,785.77 feet;
Thence South 38 degrees 57 minutes 56 seconds West, 79.13 feet;
Thence South 85 degrees 52 minutes 22 seconds West, 1,205.34 feet;
Thence North 01 degrees 27 minutes 28 seconds West, 1,404.16 feet;
Thence South 66 degrees 33 minutes 32 seconds East, 785.43 feet;
Thence North 88 degrees 26 minutes 59 seconds East, 251.53 feet;
Thence North 10 degrees 46 minutes 30 seconds East, 310.32 feet;
Thence North 13 degrees 20 minutes 07 seconds East, 332.05 feet;
Thence South 78 degrees 39 minutes 26 seconds East, 22.50 feet;
Thence North 11 degrees 34 minutes 25 seconds East, 413.23 feet; to the Point of Beginning.

Said parcel contains 36.09 acres, more or less.

APPLICANT NAME:
RLG Howell Ltd. and GCG Howell Ltd.


Name of Development:
LIVINGSTON COMMONS
GENOA TOWNSHIP, LIVINGSTON CO., MI.

PREPARER'S NAME:
Stanford R. Joseph, AIA Architect



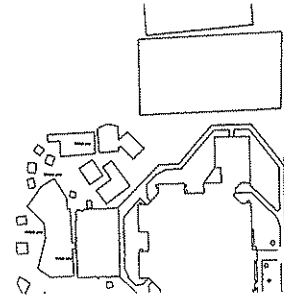
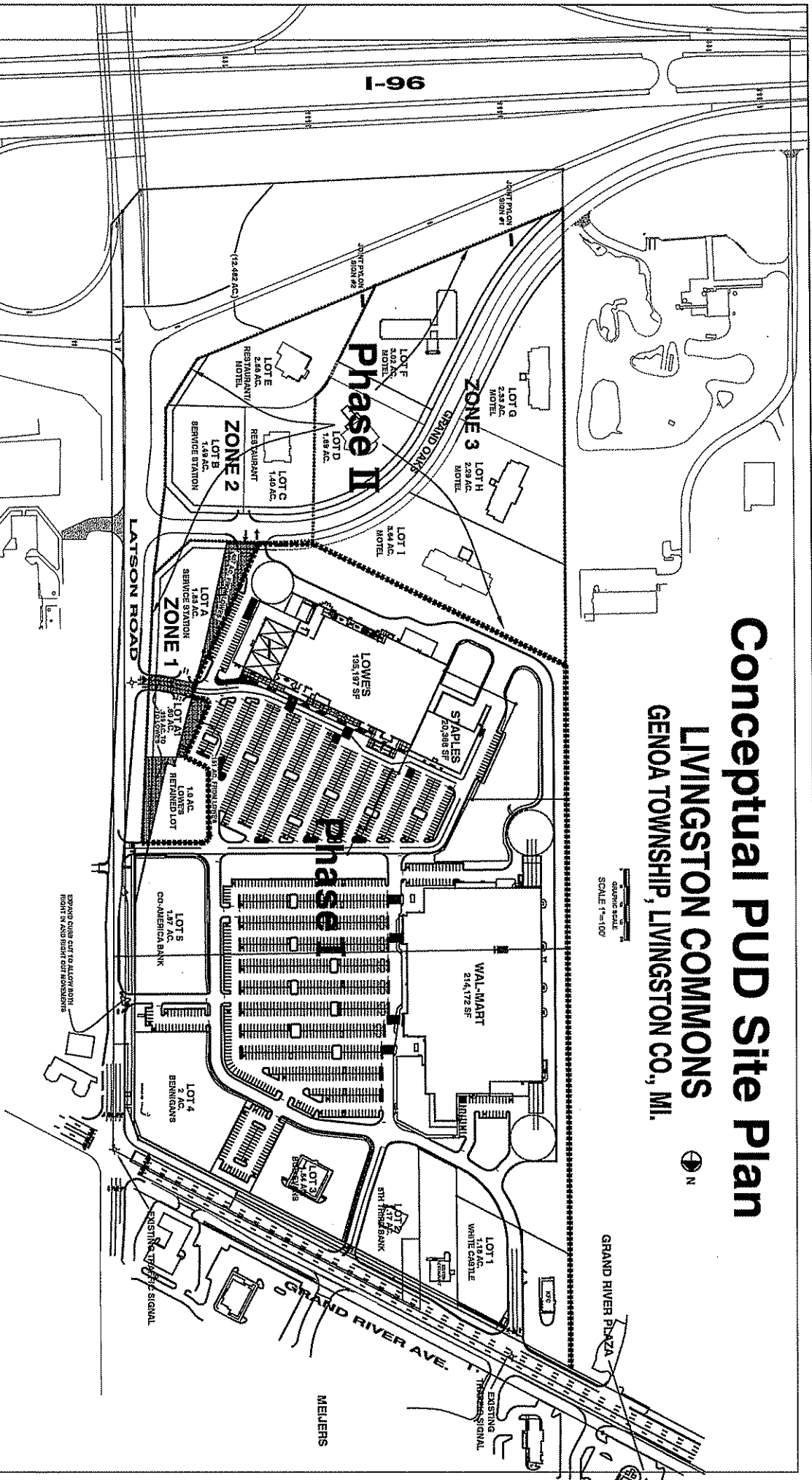
RG Properties
8163 OLD YANKER ROAD, SUITE B
DAYTON, OHIO 45428
TEL. 937/434-7218
FAX 937/434-0824



	STANFORD R. JOSEPH, AIA, ARCHITECT 8163 OLD YANKER ROAD, SUITE B DAYTON, OHIO 45428 TEL. 937/434-7218 FAX 937/434-0824	1/27/23 1
	<small> REGISTERED PROFESSIONAL ARCHITECT STATE OF OHIO </small>	

Conceptual PUD Site Plan

LIVINGSTON COMMONS
GENOA TOWNSHIP, LIVINGSTON CO., MI.



RG Properties
8169 OLD YANKEE ROAD, SUITE B
DAYTON, OHIO 45458
TEL: 937/434-7218
FAX: 937/434-0824

THE OWNER SHALL INSTALL A 12" WATER LINE TO CONNECT THE EXISTING WATER LINE AT FENOT ROAD WITH THE LINE BEHIND LOWES TO CREATE A LOOP. THE SANITARY SEWER SYSTEM WILL BE DESIGNED AFTER THE TOWNSHIP HAS DETERMINED THE OUTLET FOR THE FLOWS FROM THE PRESENT PROJECT.

	STAROBOD R. JOSEPH, P.E., ARCHITECT	12/20/00
	8800 CHARLES ROAD, CANTON, OHIO 44705 937/846-0000 FAX 937/846-0000	2/11/00
3		

**Exhibit C
Schedule of Commercial Uses**

		LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.
Retail Uses				
Retail establishments and shopping centers which provide goods such as bakery goods, including bakery items produced on the premises, groceries, produce, meats, provided no slaughtering shall take place on the premises, seafood; dairy products, beverages appliances, electronics, furniture, and home furnishings, apparel, jewelry, art, pharmaceuticals, home improvement supplies, hardware, and garden supplies, sporting goods, bicycles, toys, hobby crafts, videos (rental, and sales), music, musical instruments, books, computer hardware and software, antiques, flower shops, greeting card shops, auto parts and similar establishments not specifically addressed elsewhere	Uses up to 15,000 square feet gross floor area	P Up to 20,000 sq. ft.	P	
	Uses 15,001 - 30,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.	P	7.02.02(a)
	Uses 30,000 - 60,000 square feet of gross floor area	P 2 uses up to 40,000 sq. ft.	P	7.02.02(a)
	Uses over 60,000 square feet of gross floor area		S	7.02.02(a)
	Pharmacies with drive-up window	P, one only. Additional if Special Use Conditions are met.	S	7.02.02(b)
Automobile, motorcycle, boat and recreational vehicle sales, new and used		S	S	7.02.02(c)
Outdoor commercial display, sales or storage		S	S	7.02.02(d)
Service Uses				
Banquet halls, assembly halls, dance halls, private clubs, fraternal order halls, lodge halls or other similar places of assembly		P	P	
Business services such as mailing, copying, data processing and retail office supplies		P	P	
Child care centers, preschool and commercial day care		P	--	7.02.02(e)
Conference Centers		P	P	7.02.02(f)
Funeral home or mortuary		--	--	7.02.02(g)
Bed and breakfast inns, hotels and motels with no more than 25 rooms not including accessory convention/meeting facilities or restaurants These uses may include the residence for the owner/manger's family		P	P	
Hotels and motels with more than 25 rooms including accessory convention/meeting facilities and restaurants		P	P	
Kennels, commercial		--	--	7.02.02(h)
Laundromats		--	--	

Exhibit C				
Schedule of Commercial Uses				
	LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.	
Personal and business service establishments, performing services on the premises, including: dry cleaning drop-off stations (without on site processing), photographic studios, copy centers, mailing centers, data processing centers, dressmakers and tailors, shoe repair shops, tanning salons, beauty parlors, barber shops, and similar establishments	P	P		
Dry cleaning drop-off stations with drive-through service	P, one only. Additional if Special Use Conditions are met.	S	7.02.02(b)	
Restaurants, taverns, bars, delicatessen, food carryout, and similar establishments serving food or beverages	Standard restaurants, except as provided below	P	P	
	Restaurants and bars serving alcoholic beverages	P	P	
	Bars providing dancing and live music	P	P	
	Restaurants with open front windows	P, one only. Additional if Special Use Conditions met.	S	7.02.02(i)
	Restaurants with outdoor seating	P	P	7.02.02(i)
	Drive-through restaurants	P, up to two. Additional if Special Use Conditions are met. 500' separation not required	S	7.02.02(j)
	Drive- in restaurants	S	S	7.02.02(j)
	Carry-out restaurants	P	P	
Studios of photographers and artists	P	P		
Tattoo parlors	P	P		
Tool and equipment rental, excluding vehicles	S	P		
Auto Service Uses				
Minor auto repair establishment	P	S	7.02.02(k)	
Auto/gasoline service station	P, up to two. Additional if Special Use Conditions are met. 500' separation not required	S	7.02.02(k)	
Automobile wash, automatic or self serve	P – w/conditions in PUD	S	7.02.02(l)	
Leasing and rental of automobiles, trucks and trailers	--	--		
Truck Stops	--	S		
Office Service and Medical Uses				
Adult day care facilities	--	--		

Exhibit C				
Schedule of Commercial Uses				
		LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.
Banks, credit unions, savings and loan establishments and similar financial institutions	With up to 3 drive-through teller windows	P	P	7.02.02(m)
	With more than 3 drive-through teller windows	P, one only with Up to 5 drive-through. Additional if Special Use Conditions are met.	S	7.02.02(m)
	Stand alone automatic drive-up teller machines	P, one only if a principal use. Additional if Special Use Conditions met.	S	
Hospitals		P	--	7.02.02(n)
Offices of non-profit professional, civic, social, political and religious organizations		P	--	
Medical urgent care facilities, medical centers and clinics		P	--	
Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers	Buildings up to 15,000 square feet of gross floor area	P	P	
	Buildings over 15,000 square feet of gross floor area	P	P	
Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic services, sales offices, other types of executive, or administrative offices and similar or allied professions	Buildings up to 15,000 square feet of gross floor area	P	P	
	Buildings between 15,000 and 55,000 square feet of gross floor area	P	P	
	Buildings over 55,000 square feet of gross floor area	P	P	
Veterinary clinics, veterinary hospitals and related offices		--	--	7.02.02(o)
Recreation				
Carnivals, fairs, commercial cider mills and amusement parks		--	--	7.02.02(p)
Leasing and rental of recreational equipment, including but not limited to boats, canoes, motor homes and jet skis, when accessory to a permitted use		--	--	
Marinas without boat storage or repair		--	--	
Motion picture theaters		P	P	
Public parks and open space		P	P	
Recreation (outdoor) commercial or private, recreation centers, including children's amusement parks, batting cages, and go-cart tracks		--	S	7.02.02(q)

**Exhibit C
Schedule of Commercial Uses**

	LIVINGSTON COMMONS PHASE 2 PUD AMENDMENT	RCD	Req.
Miniature golf courses and driving ranges	S	S	7.02.02(r)
Recreation (indoor) such as bowling alleys, skating rinks, arcades, archery indoor golf or softball	S	S	7.02.02(s)
Health clubs, fitness centers, gyms and aerobic clubs	P	P	
Education			
Commercial schools and studios for teaching photography, art, music, theater, dance, martial arts, ballet, etc	P	P	
Elementary schools, junior and senior high schools and colleges	--	--	
Dormitories or student apartments accessory to a college	--	--	
Vocational and technical training facilities	P	P	
Public/Institutional			
Animal Shelters	--		7.02.02(t)
Bus passenger stations	S	S	
Churches, temples and similar places of worship and related facilities	S, no facility shall occupy more than 4 acres of land		
Shelters and rehabilitation centers for philanthropic or non-profit institutions	--	S	7.02.02(u)
Essential public services and structures, not including buildings and storage yards	S	P	
Essential public buildings	--	--	
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers	S	--	
Accessory Uses			
Accessory temporary outdoor sales and events	P	P	7.02.02(v)
Accessory drive-through service not listed above	P, one only. Additional if Special Use Conditions are met.	S	7.02.02(b)
Accessory uses, buildings and structures customarily incidental to any of the above	P	P	
Accessory fuel storage and use or storage of hazardous materials	S	S	13.07

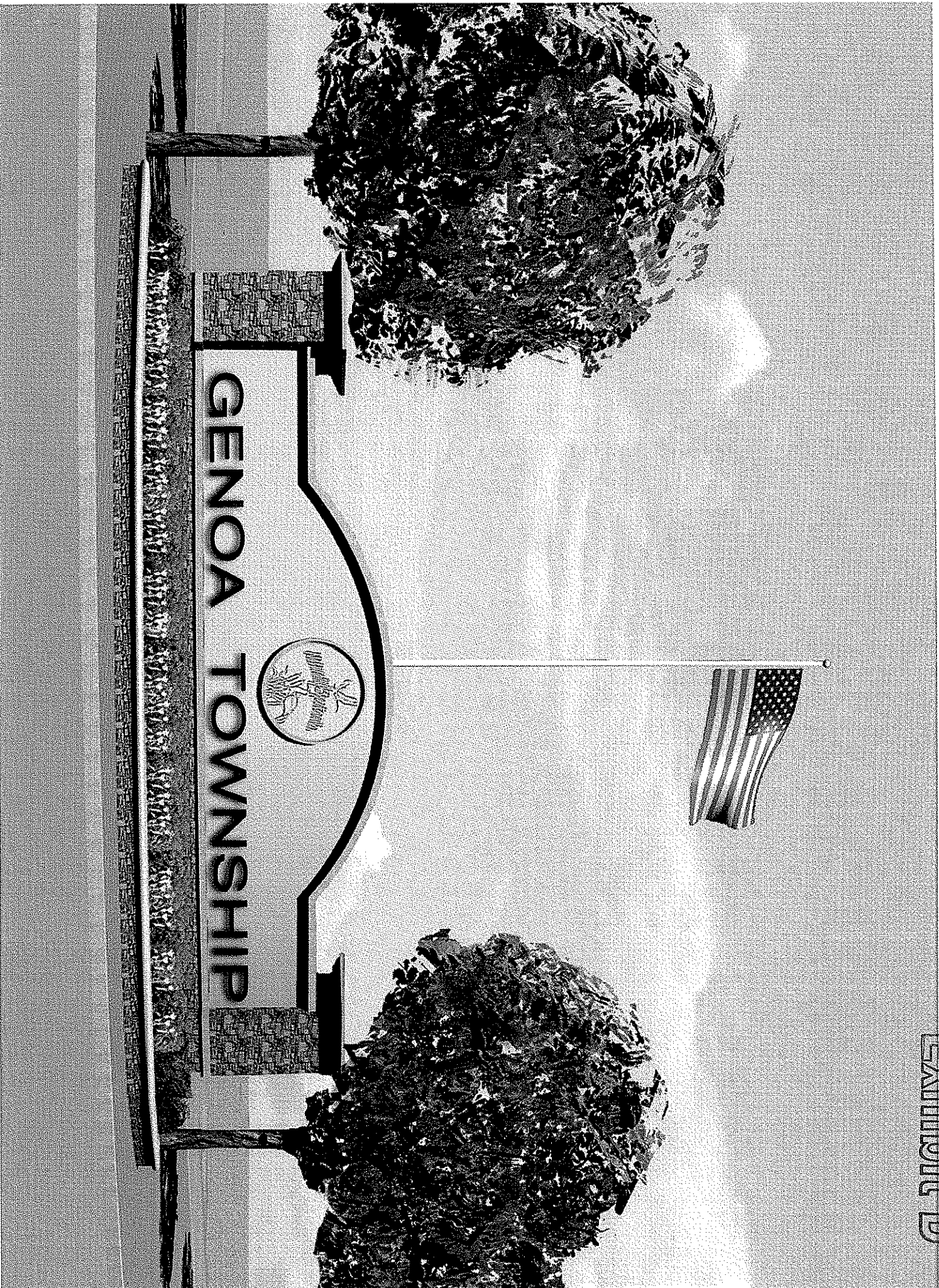
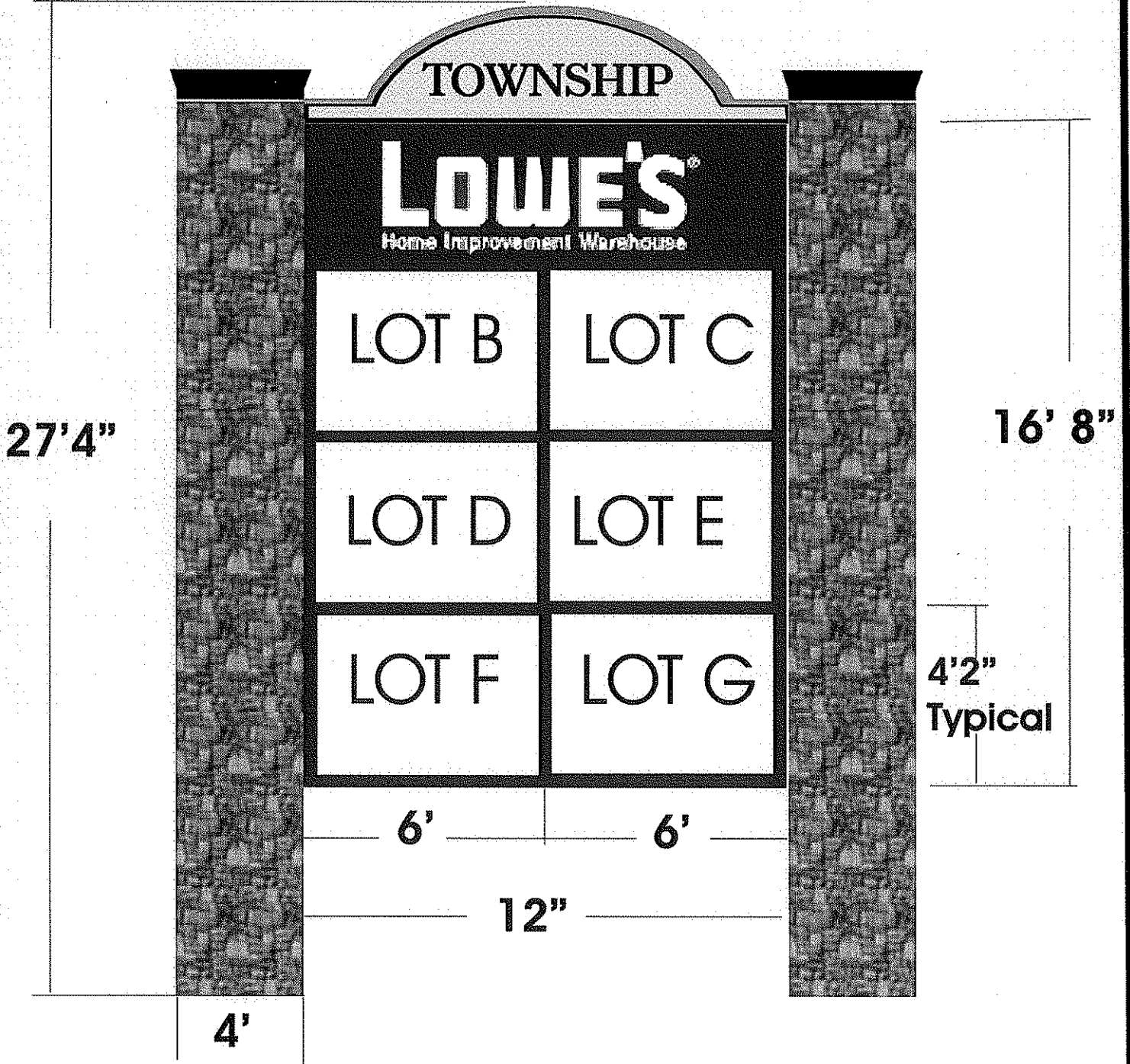


Exhibit D

Exhibit E



Wilson Sign Co. Inc.

Daytons Complete Sign Service
300 Hamilton Ave.
Dayton Ohio 45403
(513) 253-2246

These drawings are the property of
Wilson Sign Co. Inc. All rights reserved.

PROJECT

SCALE

DATE

TOWNSHIP

WAL★MART
SUPERCENTER

STAPLES
The Office Superstore

BENNIGAN'S

**White
Castle**

LOTA

LOTH

LOTI

6'

6'

12"

4'

27'4"

16' 8"

4'2"
Typical

Wilson Sign Co. Inc.

Daytons Complete Sign Service
300 Hamilton Ave
Dayton Ohio 45403
(513) 251-2246

These drawings are the property of
Wilson Sign Co. Inc. all rights reserved.

PROJECT

SCALE

DATE

December 4, 2008
Project No. G080578

Mr. Bo Gunlock
R.G. Properties
8163 Old Yankee Road
Suite B
Dayton, OH 45458

Re: Livingston Commons at Latson Road – Storm Drainage

Dear Mr. Gunlock:

As requested, Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) completed preliminary drainage calculations for the remaining undeveloped property adjacent to the proposed Latson Road/I-96 interchange.

The remaining 32 undeveloped acres of this site naturally drains to the southeast corner of the property. The proposed Michigan Department of Transportation (MDOT) ramp embankment will trap this natural watercourse. Of the remaining undeveloped 32 acres, approximately 10.1 acres is proposed MDOT right-of-way (ROW) and 3.1 acres is proposed for relocated Grand Oaks Road.

The storm drainage design for the MDOT project should take into account the runoff from the future developed site. FTC&H estimates an approximate unrestricted peak flow of 48 cubic feet per second (cfs) for a 10-year, 1-hour storm. A culvert to serve the development should be placed at an approximate invert of 1,003.0 feet, or deeper, to adequately serve the undeveloped parcel along the embankment north ROW line.

Enclosed for your reference is a detention calculation for the undeveloped portion of the site for a 100-year event indicating an approximate storage requirement of 4.8 acre-feet.

As the project design moves forward, FTC&H would be happy to assist RG Properties in evaluating further details of the project.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.



John R. LeFevre, P.E.

pmb
Enclosure (spreadsheet)
By e-mail

7402 Westshire Dr.
Suite 110
Lansing, MI
48917
ph: 517.627.1141
fax: 517.627.1433
www.ftch.com

VOLUME CALCULATION FOR DETENTION BASIN

LIVINGSTON COUNTY DRAIN COMMISSIONER

2300 E. GRAND RIVER AVE., HOWELL, MICHIGAN 48843

(517) 546-0040

PROJECT INFORMATION

PROJECT: Livingston Commons Phase II (RG Properties)
 PROJECT NO.: 80578
 DATE: 11/12/2008
 BY: SLF

CONSULTING ENGINEER

FISHBECK, THOMPSON, CARR, & HUBER, INC.
 7402 WESTSHIRE DRIVE, SUITE 110
 LANSING, MI 48917
 (517) 627-1141

TRIBUTARY AREA (A) = 22 ACRES
 COMPOUND RUNOFF COEFFICIENT C = 0.80
 DESIGN CONSTANT (K1) = A * C = 17.6468
 ALLOWABLE OUTFLOW RATE (Qo)* = 4.4 CFS

DURATION (MIN)	DURATION (SEC)	INTENSITY 100 YR STORM (IN/HR)	Col. #2 x Col. #3 (IN)	INFLOW VOL. = Col. #4 x K ₁ (Cu. Ft.)	OUTFLOW VOL. = Col. #2 x Q _o (Cu. Ft.)	STORAGE VOLUME Col. 5 - Col. 6 (Cu. Ft.)
5	300	9.17	2751	48546	1320	47226
10	600	7.86	4716	83222	2640	80582
15	900	6.88	6192	109269	3960	105309
20	1200	6.11	7332	129386	5280	124106
30	1800	5.00	9000	158821	7920	150901
60	3600	3.24	11664	205832	15840	189992
90	5400	2.39	12906	227750	23760	203990
120	7200	1.90	13680	241408	31680	209728
180	10800	1.34	14472	255384	47520	207864

Calculation cell based on data in Tab "Compound C"

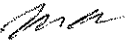
NOTES: Figures in Columns (3) and (4) are valid where the intensity is computed by the formula $I=(275/t+25)$ (i.e., 100-yr. curve, appropriate revisions shall be made for geographical areas where this formula does not apply.

* Allowable outflow rate was calculated using Case 2 $Q_o = q \times A$ where q = permissible discharge rate per acre of tributary area. ($q = 0.20$ cfs/acre)

**Livingston
Commons
PUD
Amendment**

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 4/3/09

RE: Old Township Hall Lease/Purchase

As directed at the 3/16/09 Board Meeting we have met with the United Way to determine the future use of the old Township Hall. The United Way wishes to remove the reversion clause from the recently expired agreement. During our conversation we realized that because the property is non-conforming a variety of issues exist that may have a detrimental impact on the charity's ability to utilize the property. We all wish for the buildings continued use as an office. To that end and also to address the issues related to non-conformity we would like the Board to consider rezoning the property to Redevelopment PUD. This would protect the Township by clearly defining what the building can be used for. It would also vest the United Way's rights should force majeure affect the building.

No action is necessary at this time. Please review the attached information and provide direction to staff as to your wishes and how you would like us to proceed.

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement is made on, _____ 2009 by and between BOARD OF THE CHARTER TOWNSHIP OF GENOA, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Petitioner") and the PLANNING COMMISSION OF THE CHARTER TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Township").

RECITALS

A. Petitioner is the owner of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described on Exhibit "A" attached hereto incorporated herein by reference (the "Property").

B. On _____ 2009, the Township Board at a properly noticed public hearing and in accordance with the 2007 Ordinance of the Township (the "Ordinance") rezoned the Property as a Re-development Planned Unit Development Zoning District (the "PUD").

C. At a properly noticed public hearing held on _____ 2009, the Planning Commission, having reviewed Exhibit "B" (the "PUD Plan" or the "Site Plan") and the Impact Statement, a copy of which is attached hereto as Exhibit "C" (the "Impact Assessment"), approved Petitioner's PUD Plan as Final in accordance with the applicable provisions of the Ordinance.

D. At a properly noticed public hearing held on _____ 2009, the Township Board, having reviewed the PUD Plan and the Impact Assessment, approved the Petitioner's PUD Plan as Final in accordance with the applicable provisions of the Ordinance.

E. The Township Planning Commission and Township Board, in strict compliance with the Ordinance and with Michigan Zoning Enabling Act (Act 110 of 2006), as amended, have reclassified the Property as a Re-development Planned Unit Development District, finding that such classification properly achieved the purpose of Article 10 of the Ordinance including the recognition of the deficiencies of the sites features and the promotion of a conscientious redevelopment of an existing nonconforming use. Further, the Township Planning Commission and Township Board find the Re-development Planned Unit Development District and the PUD Plan are consistent with the Master Plan.

F. The Township has found and concluded that the approved PUD Plan is reasonable and promotes the public health, safety and welfare of the Township; is consistent with the plans and objectives of the Township and consistent with surrounding uses of land; and will allow the redevelopment of a nonconforming site with the use of creative design to address unique site constraints.

G. The Ordinance requires the execution of this Planned Unit Development Agreement, which Agreement shall be binding upon the Petitioner and Township.

NOW, THEREFORE, for good and valuable consideration, the receipt, and adequacy of which is hereby acknowledged, Petitioner and the Township agree as follows:

ARTICLE I

General Terms of Agreement

1.1 The Township and Petitioner acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Petitioner's successors, assigns and transferees.

1.3 The PUD Plan is hereby approved, having been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in this Agreement, the final site plan will comply with applicable Ordinance requirements. Changes to the PUD Plan or this Agreement shall be processed as set forth in the Ordinance.

1.5 The PUD Plan which is approved hereby includes the final approval of all of the following:

- (i) The Property description provided in Exhibit "A" attached hereto;
- (ii) The PUD Plan attached as Exhibit "B" hereto;
- (iii) The Impact Assessment attached as Exhibit "C" hereto; and
- (iv) The uses described in the attached Exhibit "D" are authorized for development.

1.6 The approval of the PUD Plan described herein, and the terms, provisions and conditions of this Agreement, are and shall be deemed to be of benefit to the land described on Exhibit "A" and shall run with and bind such land, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties hereto.

ARTICLE II

Land Use Authorization

2.1 The Planned Unit Development shall include a land use authorization for the uses described in Exhibit "D"

2.2 The Property may be developed in a single phase or in multiple stages or phases. The Petitioners, as dictated by the Petitioner's transferees, shall determine that timing and order of development. At the time the Petitioner, and the Petitioner's assigns and transferees are prepared to develop each portion or phase of the Property, a plan prepared in the form required by applicable ordinance and law, including impact assessments (including how the traffic will differ from the original projected traffic) required by the Township, and consistent with this Agreement, shall be submitted for review and approval. The Township shall review each of such plans within a reasonable time. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Ordinance which are inconsistent with this Agreement unless the concept plans as set forth herein is materially altered at the request of the Petitioner or its successors and assigns.

2.3 Nothing whatsoever provided in this Agreement shall be constructed so as to prevent Petitioner from seeking major and/or minor changes to the PUD agreement in accordance with the applicable provisions of the Ordinance.

2.4 No outdoor storage shall be permitted.

2.5 For purposes of yard setbacks and other Ordinance dimensional requirements, Dorr Road shall be the front yard, the Northeast and South property lines shall be the side yards, and the Southwest property line shall be the rear yard. As shown on the Plan, the Property will be developing with the existing C&O railroad line along the rear property line.

2.6 If the petitioner desires to expand the parking lot, buildings or pursue any other significant construction activities, a site plan including Environmental Impact Assessment will be provided for approval by the Planning Commission and Township Board. When designing the final site plan, the Petitioner agrees to make its best efforts to maintain a 20-foot greenbelt buffer along the Northeast (side

yard) property line where the improvements(s) being constructed abut a single-family residential district within 100 feet of the property line. In the event that the Petitioner is not able to comply with these requirements due to building and site constraints, the Petitioner agrees to install additional plantings to provide a substantial buffer to the adjacent single family residential district.

2.7 Any violation of the terms of this Agreement shall be a violation of the Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for a violation of the Ordinance. Nothing contained herein shall in any way diminish any rights Petitioner may have at law or in equity with respect to a breach of this Agreement by Township.

ARTICLE III

Transportation Improvements

3.1 Access to and from the property shall be accomplished pursuant to the Plan. The Livingston County Road Commission has also approved the location of the drive access where it intersects Dorr Road.

ARTICLE IV

Drainage

4.1 The drainage system on the Property shall be designed to be coordinated throughout the Property and shall be subject to Township review and approval in accordance with Section 13.08 of the Ordinance. Petitioner shall comply with all regulations established by and applicable to the development by the Livingston County Drain Commission and shall take financial responsibility for any stormwater overflows resulting from the development onto adjacent properties.

ARTICLE V

Site Improvements

5.1 The site improvements shall be coordinated throughout the Property, with the objective of creating site improvements that are integrated and mutually supportive among the development, including the utilities and landscaping.

5.2 The architecture, building materials, colors and shapes of the building shall be in substantial conformity with the guidelines set forth in Article 12 of the Ordinance. It is the intention of the parties to promote and encourage a

development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. The building shall utilize quality architecture with variable building lines and architectural accents. Brick facades or brick face panels or other natural materials (i.e., brick, stone, decorative block, etc.) shall be used for the building faces.

5.3 The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color. Tree removal is authorized throughout the Property.

5.4 All signs shall be permitted as authorized in the Ordinance. Any permitted sign shall have a base constructed of materials that coordinate with and are consistent with the architecture of the building.

5.5 Township reserves the future right to establish a plan to extend sidewalks throughout the township and to hold Petitioner responsible for any portion crossing Petitioner's lands. Petitioner agrees to grant necessary easements for sidewalk improvements.

5.6 The Petitioner shall be responsible for ongoing maintenance and repair or replacement of site design elements, such as open spaces, landscaping, lighting and pavement markings. The Petitioner shall be responsible for maintenance and repair or replacement of facilities serving the entire Property such as stormwater control devices.

ARTICLE VI

Utilities

6.1 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the building is serviced from underground.

6.2 Petitioner agrees to provide necessary easements for any future water and/or sewer improvements across the subject property. Such easements shall not unreasonably burden the property.

ARTICLE VII

Miscellaneous Provisions

7.1 The article headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreements.

7.2 This Agreement may not be amended or revoked at any time except by a written agreement executed by all of the parties to this Agreement.

7.3 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.4 Reference in this Agreement to activities by Petitioner in relation to development is intended to include Petitioner's successors, assigns and transferees, unless context dictates to the contrary.

7.5 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a), (b) and (c).

7.6 The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

7.7 Whenever the consent or approval of either of the parties hereto or their agencies, commission, departments, representatives or successors is required, such consent or approval shall not be unreasonably delayed, conditioned or withheld.

7.8 This Agreement shall bind the Petitioners/Petitioners of the real property, their successors and assigns.

7.9 This Agreement shall bind the parties and shall run with the land. The provisions of this instrument may be amended, but only with the consent of the Petitioners of the real property and the appropriate Genoa Township authority.

EXHIBIT A

Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, T2N-R5E, further described as follows: Beginning at the Southeast corner of said Section 15, running thence North 347.55 feet, thence South $71^{\circ}56'$ West 208.95 feet; thence South $57^{\circ}48'$ West 225.30 feet to the Right-of-Way line of the C&O Railroad; thence South $48^{\circ}34'$ East, along said Right-of-Way line 242.40 feet to the center line of Crooked Lake Road; thence south $89^{\circ}22'$ East, 207.70 feet along said centerline to the point of beginning, containing 2.17 acres of land. (*=degrees)
Tax Parcel No. 11-15-400-003

EXHIBIT D

Permitted Uses

- a. Business services such as mailing, copying, data processing and retail office supplies
- b. Child care centers, preschool and commercial day care
- c. Studios of photographers and artists
- d. Offices of non-profit professional, civic, social, political and religious organizations
- e. Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers
- f. Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic services, sales offices, other types of executive, or administrative offices and similar or allied professions
- g. Public parks and open space
- h. Essential public services and structures, not including buildings and storage yards
- i. Public/government buildings such as; township/state/county offices, public museums, libraries and community centers
- j. Accessory uses, buildings and structures customarily incidental to any of the above

MEMORADUM

TO: Township Board

FROM: Mike Archinal 

DATE: 3/13/09

RE: Agenda Item #4

The ten year lease purchase old township hall agreement with the United Way will expire at the end of this month. The original agreement included a reversion clause that stated that should the building be used for anything other than a non-profit business office it would revert back to Township ownership. The United Way has asked that this reversion clause be removed.

I am not so concerned about retaining the, "non-profit" part of this stipulation. I can think of a long list of inappropriate non-profit uses. I am somewhat concerned with waiving the reversion clause altogether. We have enjoyed an excellent relationship with the United Way. Their use of the building is entirely appropriate. I suggest an amendment that continues to restrict the use of the property to business office but removes the non-profit condition.

The Township Attorney will be in attendance to discuss this matter and answer any questions you may have. Please consider the following action:

Moved by _____, supported by _____, to authorize the Township Attorney to draft, and the Clerk and Supervisor to execute, an amendment to the Lease and Option Agreement between Genoa Charter Township and the United Way. The amendment will modify paragraph 22 by removing the condition that the property may only be used for, "non-profit" purposes.



Livingston County
United Way

EXECUTIVE COMMITTEE

President

David Rex

Vice President

Peter Bowen

Secretary/Treasurer

Gregory Clum

Past President

Piet Lindhout

*Partnerships Assessments &
Allocations Chairperson*

Dawn Boss

*Publicity and Education
Chairperson*

Jean Eckman

March 30, 2009

Ms. Paulette A. Skolarus, Clerk
Genoa Charter Township
2911 Dorr Road
Brighton, Michigan 48116

DIRECTORS

Becky Best

Kevin P. Brennan

Patricia Claffey

Pat Convery

Dan Danosky

Lauraine Hoensheid

Scott Maly

Pam McConeghy

Brenda Ochodnicki

Richard Perlberg

Janet Sifferman

Jeffrey Wack

HAND DELIVERED

Re: Genoa Charter Township/Livingston County United Way
Lease/Option to Purchase 2980 Dorr Road Property

AGENCY REPRESENTATIVE

Barbara Duguay-Simmons

LEGAL COUNSEL

Athena Bacalis

EXECUTIVE DIRECTOR

Nancy A. Rosso

Dear Ms. Skolarus,

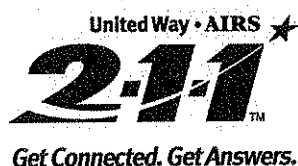
Attached please find our written Notice of Election to exercise our option to purchase the premises commonly known as 2980 Dorr Road in accordance with the Lease and Option Agreement made between the Township and the Livingston County United Way. The Agreement requires that we deliver this notice to you before midnight on the day the lease expires, which is tomorrow March 31, 2009. We have met with your Administrative Committee and are working out the details of the transfer to protect the future use of the property.

Sincerely,

Nancy A. Rosso
Executive Director
Livingston County United Way



www.lcunitedway.org





Livingston County
United Way

EXECUTIVE COMMITTEE

President

David Rex

Vice President

Peter Bowen

Secretary/Treasurer

Gregory Clum

Past President

Piet Lindhout

*Partnerships Assessments &
Allocations Chairperson*

Dawn Boss

*Publicity and Education
Chairperson*

Jean Eckman

March 30, 2009

Ms. Paulette A. Skolarus, Clerk
Genoa Charter Township
2911 Dorr Road
Brighton, Michigan 48116

DIRECTORS

Becky Best

Kevin P. Brennan

Patricia Claffey

Pat Convery

Dan Danosky

Lauraine Hoensheid

Scott Maly

Pam McConeghy

Brenda Ochodnicki

Richard Perlberg

Janet Sifferman

Jeffrey Wack

HAND DELIVERED

Re: Notice of Election to Purchase
Genoa Charter Township/Livingston County United Way
Lease and Option Agreement

Dear Ms. Skolarus,

Please accept this letter as our written Notice of Election to exercise our option to purchase the premises commonly known as 2980 Dorr Road in accordance with the Lease and Option agreement made by and between Genoa Township, now known as Genoa Charter Township, and the United Way of Livingston County, dated January 28, 1999.

AGENCY REPRESENTATIVE

Barbara Duguay-Simmons

Thank You,

LEGAL COUNSEL

Athena Bacalis

EXECUTIVE DIRECTOR

Nancy A. Rosso

Nancy A. Rosso

Executive Director

Livingston County United Way



www.lcunitedway.org



Get Connected. Get Answers.

Athena Bacalis, Esq.
Post Office Box 647
Lakeland, Michigan 48143

March 11, 2009

Mr. Richard A. Heikkinen
The Heikkinen Law Firm, P.C.
110 North Michigan Avenue
Howell, Michigan 48843

Re : Genoa Charter Township/
Livingston County United Way
Lease and Option Agreement


Dear Mr. Heikkinen,

Attached please find draft documents in connection with closing on the Genoa Charter Township property that is leased and optioned to the Livingston County United Way (LCUW). Gary McCrie directed Nancy Rosso, executive director of LCUW, to have the United Way attorney prepare papers and forward them to your attention. Here they are!

Nancy related to me that Gary McCrie, Mike Archinal and Piet Lindhout, our outgoing LCUW President, had discussions and reached agreement regarding amendment of the Lease and Option to remove the reversion provisions from the option paragraph. I have drafted the attached Amendment as part of the closing package. For your convenience, I have attached a copy of the original Lease and Option signed in 1999. I have drafted a Notice of Election to Purchase that I expect the new LCUW President, David Rex, to sign and deliver in accordance with the Lease and Option. You will also see that I have attached a draft Warranty Deed for your review. Title work is ordered. The LCUW understands that it will pay its own closing expenses.

Ten years have passed very quickly. I look forward to working with you as we finalize the details of this happy event for the Livingston County United Way.

Sincerely,


Athena Bacalis
(810) 423-8494 cell phone
willets@chartermi.net

cc: Nancy Rosso

**AMENDMENT TO
LEASE AND OPTION**

THIS AMENDMENT to LEASE AND OPTION is made this _____ day of _____, 2009 by and between GENOA TOWNSHIP, now known as GENOA CHARTER TOWNSHIP, a Michigan municipal corporation, of 2911 Dorr Road, Brighton, Michigan 48116, and the LIVINGSTON COUNTY UNITED WAY, also known as UNITED WAY OF LIVINGSTON COUNTY, a Michigan nonprofit corporation, of 2980 Dorr Road, Brighton, Michigan 48116.

WHEREAS, Genoa Charter Township ("Genoa") and the Livingston County United Way ("the LCUW") entered into a Lease and Option Agreement dated January 28, 1999 which established a ten year lease of the premises commonly known as 2890 Dorr Road, Brighton, Michigan, providing for the payment of the sum of \$ 480,000.00 to Genoa from LCUW in monthly installments commencing April 1, 1999 and continuing through March 31, 2009, with an option to purchase the premises for One Dollar at the end of the term of the lease, and

WHEREAS, the parties have now agreed to amend Paragraph 22 of the Lease and Option Agreement:

NOW THEREFORE, Paragraph 22 of the Lease and Option Agreement dated January 28, 1999 is hereby amended to remove the right of reversion from the option. The following Paragraph 22 replaces and supersedes the original Paragraph 22 in its entirety. The amended and restated Paragraph 22 is as follows:

22. OPTION TO PURCHASE. Lessor hereby gives the Lessee the right and option to purchase the demised premises and all structures and improvements thereon at the end of the term of this lease for the sum of One Dollar. Lessee's notice of election to purchase shall be sufficient if personally delivered to the Genoa Township Clerk or deposited in the mail addressed to the Genoa Township Clerk at or before midnight of the day on which the lease term expires. The Lessor's only obligation is to deliver good and sufficient warranty deed. There shall be no reversionary clauses in the deed. Purchaser shall pay all costs and expenses attendant to closing of the sale.

Witnesseth:

**LESSOR:
GENOA CHARTER TOWNSHIP**

By: _____
Gary McCririe, Supervisor

By: _____
Paulette A. Skotarus, Clerk

STATE OF MICHIGAN }
 } ss
COUNTY OF LIVINGSTON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Gary McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Charter Township, a Michigan municipal corporation, on behalf of the charter township, with authority to do so.

Notary Public
Livingston County, Michigan
My commission expires:

Witnesseth:

LESSEE:
LIVINGSTON COUNTY UNITED WAY

By: _____
David Rex
Its: President

STATE OF MICHIGAN }
 } ss
COUNTY OF LIVINGSTON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by David Rex, President of Livingston County United Way, a Michigan nonprofit corporation, on behalf of the corporation, with authority to do so.

Notary Public
Livingston County, Michigan
My commission expires:

DRAFTED BY and RETURN TO:

Athena Bacalis
Post Office Box 647
Lakeland MI 48143

COPY

LEASE AND OPTION

THIS LEASE is made by and between GENOA TOWNSHIP, a general law township, of 2911 Dorr Road, Brighton, Michigan 48816, hereinafter known as "Lessor", and UNITED WAY OF LIVINGSTON COUNTY, a Michigan Non-Profit Corporation, of 3780 East Grand River, Howell, Michigan 48843, hereinafter known as "Lessee".

1. **DEMISED PREMISES.** The Lessor agrees to let and lease, in consideration of the rent and covenants herein specified to the Lessee, the premises commonly known as 2980 Dorr Road, Brighton, Michigan 48116 and legally described as follows:

Land in the Township of Genoa, Livingston County, Michigan described as a part of the Southeast 1/4 of the Southeast 1/4 of Section 15, T2N-R5E, further described as follows: Beginning at the Southeast corner of said Section 15, running thence North 347.55 feet; thence South 71*56" West 208.95 feet; thence South 57*48' West 225.30 feet to the Right-of-Way line of the C&O Railroad; thence South 48*34' East, along said Right-of-Way line 242.40 feet to the center line of Crooked Lake Road; thence South 89*22' East, 207.70 feet along said centerline to the point of beginning, containing 2.17 acres of land. (* = degrees)
Tax Parcel No. 11-15-400-003

2. **TERMS OF THE LEASE.** Lessor leases to Lessee, and Lessee hires from Lessor, the Premises, on the terms and subject to the conditions contained herein, for the period beginning April 1, 1999 and ending on March 31, 2009. The Lease shall be subject, however, to encumbrances, conditions, covenants, easements and restrictions, whether or not of record, affecting

the Premises, to such matters as might be disclosed by inspection or survey, and to zoning ordinances, other laws and municipal ordinances and state and federal laws, rules and regulations.

3. **RENTAL.** Lessee shall pay to Lessor as rent, in the manner and upon the conditions hereinafter set forth, the sum of FOUR HUNDRED EIGHTY THOUSAND and 00/100 (\$480,000.00) Dollars, in monthly installments during the term of the lease. Said rent shall be payable monthly in advance, the first such installment being due April 1, 1999. Installment payments of rent for the first two years during the term of the lease shall be in the amount of \$3,000.00 per month. Installment payments of rent for the last eight years of the lease term shall be in the amount of \$4,250.00 per month.

4. **USE OF PREMISES.** Lessee agrees to use said Premises for uses associated with a business office.

5. **CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that it has examined the building satisfied with the condition of the same. The Lessor agrees to make and pay for the roof repairs now contemplated by it. However, it shall have no duty to make any further repairs.

6. **MAINTENANCE AND REPAIR OF PREMISES BY LESSEE.** Lessee agrees to make any and all repairs to the premises including but not limited to the building and its mechanical systems, parking and driveway areas, well and septic disposal system.

7. **ALTERATIONS AND ADDITIONS.** Lessee may not make any alterations in the leased Premises, which weaken the structural

integrity of the building. The building may not be expanded without the written permission of the Lessor.

8. CARE OF PREMISES BY LESSEE. The Lessee shall not perform any acts or carry on any practices which may damage the building. The Lessee shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county, state and federal authorities affecting the Premises hereby leased including, but not limited to, the cleanliness, safety, occupation and use of same.

9. ACCESS TO PREMISES. The Lessor shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary and if the duty to repair is that of the Lessee, Lessor may demand that the Lessee make the same and if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to its stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that it will forthwith on demand pay to the Lessor the cost thereof with interest at seven per cent (7%) per annum, and if it shall make default in such payment, the Lessor shall have the remedies provided in Paragraph 18 thereof. Lessor and its agents shall have the right to enter

upon the leased Premises at all reasonable hours for the purpose of making such repairs.

10. **INSURANCE.** The Lessor shall insure the premises, including all buildings and improvements, for the replacement cost of the buildings and improvements excluding landscaping, blacktopping, foundation and excavation costs as determined by Lessor, annually, against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. The Lessee shall obtain and maintain in full force general liability and property damage insurance with coverage of not less than \$500,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$300,000.00 for property damage, covering all claims for injuries to persons occurring on or around the premises. The Lessor must approve the amount and the issuing company of the insurance. The Lessee shall give the Lessor customary insurance certifications evidencing that the insurance is in effect during the term of the lease. All policies must also provide for notice by the insurance company to the Lessor of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the Lessee and the Lessor as insured parties.

11. **LOSS OR DAMAGE TO PERSONAL PROPERTY.** Lessor shall not be liable for any damage to fixtures, supplies, merchandise, inventory, furniture, or equipment or any other personal property owned by Lessee which shall be caused by fire, other natural hazards.

12. **DESTRUCTION OF THE PREMISES.** If the premises are partially damaged or destroyed through no fault of the Lessee, the Lessor shall be obligated to use only the insurance proceeds to restore the premises. If the proceeds are insufficient to replace the building then the Lessee shall be responsible to pay the remainder of the sums necessary to restore the building to a similar condition as existed prior to the occurrence. If the premises are partially damaged, rent shall not abate in whole or in part during the period of restoration.

13. **MUTUAL RELEASES.** The Lessor and the Lessee, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. The Lessor and the Lessee shall each include appropriate clauses waiving subrogation against the other party, consistent with the mutual releases in this provision, in their insurance policies on the premises.

14. **REAL ESTATE TAXES.** The real estate is owned by Genoa Township and no real estate taxes are assessed to the premises.

15. **SIGNS.** Lessee shall have the right to erect, affix or display on the exterior or interior walls, doors and windows of the building on the leased premises, any sign or signs advertising its business subject to the regulations of the ordinances of Genoa Township.

16. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Lessor shall not unreasonably withhold permission to Lessee to sublet a portion of the demised premises for business offices, only. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Lessor the right to terminate its Lease and to re-enter and repossess the leased premises.

17. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, this Lease may be cancelled at the option of the Lessor.

18. **LESSEE TO INDEMNIFY.** The Lessee agrees to indemnify and hold harmless the Lessor from any liability for damages to any person or property in, on/or about said leased premises from any cause whatsoever; and the Lessee will procure and keep in effect during the term hereof, public liability insurance, with limits acceptable to Lessor, for property damage, bodily injury or death. Such policies shall name Lessor as an additional insured and shall be underwritten by a carrier and with such other terms and conditions as Lessor shall approve. Prior to the

beginning of occupancy the Lessee shall supply a certificate of insurance to Lessor.

19. UTILITIES. The Lessee will pay 100% of all charges made against said leased premises for natural gas, electricity, and any other available public utilities during the continuance of this Lease, as the same shall become due.

20. RE-ENTRY. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, to re-enter and, repossess the said premises and the Lessee and each and every occupant to remove and put out providing Lessor proceeds in accordance with statutes of the State of Michigan, as made and provided. In case the Lessor shall recover possession of the leased premises, the Lessor may, but shall not be required to remove the property of the Lessee and store the same at the Lessee's expense, or it may dispose of said property, and the Lessee agrees that in no respect shall the Lessor be responsible in damages for any action in entering said premises or removing and disposing of Lessee's property, with or without process of law.

21. QUIET ENJOYMENT. The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

22. OPTION TO PURCHASE AND RIGHT OF REVERSION. Lessor hereby gives the Lessee the right and option to purchase the

demised premises and all structures and improvements thereon at the end of the term of this lease for the sum of One Dollar. Lessee's notice of election to purchase shall be sufficient if personally delivered to the Genoa Township Clerk or deposited in the mail addressed to the Genoa Township Clerk at or before midnight of the day on which the lease term expires. The Lessor's only obligation is to deliver good and sufficient warranty deed with reversionary clauses as hereafter described. Purchaser shall pay all costs and expenses attendant to closing of the sale. The conveyance shall be subject to conditions subsequent which shall provide divestment upon the happening of either of the conditions. The estate granted to the Lessee shall be in fee simple providing that the Lessee continues to use the property primarily as business offices for fund raising for the United Way of Livingston County (or the successor organization to United Way of Livingston County that is engaged in substantially similar fund raising activities for gift giving to other non-profit organizations) and (b) Lessee does not at any time after obtaining fee title convey the title of the subject property to a third party. Should Lessee cease to use the property as business offices for its fund raising or convey title then Lessor shall have the power to terminate the estate so created and re-enter the property.

23. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided in this Lease shall be cumulative, and shall not be exclusive of any other said rights, remedies and benefits allowed by law.

24. WAIVER. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

25. BINDING EFFECT. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

26. EFFECTIVE DATE. The parties agree that this lease is effective April 1, 1999.

Dated this 28th day of January, 1999.

Witnesseth:

LESSOR:
GENOA TOWNSHIP

Richard A. Heikkinen
Richard A. Heikkinen

By: Robert R. Murray
Robert R. Murray
Its Supervisor

Nancy A. Bogardus
Nancy A. Bogardus

By: Paulette A. Skolarus
Paulette A. Skolarus
Its Clerk

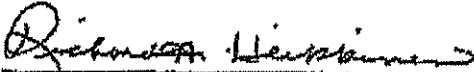
STATE OF MICHIGAN |
 |ss
COUNTY OF LIVINGSTON |


The foregoing instrument was acknowledged before me this 28th day of January, 1999, by Robert R. Murray, Supervisor and Paulette A. Skolarus, Clerk of Genoa Township, a general law township, on behalf of the township, with authority to do so.

Nancy A. Bogardus
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/99

Witnesseth:

LESSEE:
UNITED WAY OF LIVINGSTON COUNTY

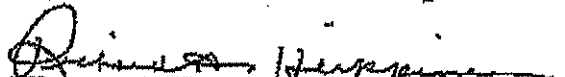

Richard A. Heikkinen

By: 
Dennis P. Gehring
Its President


Nancy A. Hogardus

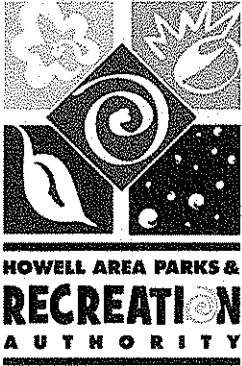
STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 28th day of January, 1999, by Dennis P. Gehring, President of Untied Way of Livingston County, a Michigan Non-Profit Corporation, on behalf of the corporation, with authority to do so.


Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

DRAFTED BY and RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843



Howell Area Parks & Recreation Authority

2009-2010 Proposed Budget Memorandum

It is my pleasure to submit for your consideration the 2009-2010 Proposed Budget for the Howell Area Parks & Recreation Authority in the amount of \$743,000.

NOTE: This budget was unanimously accepted by the trustees of the Howell Area Parks & Recreation Authority at their regular meeting on March 10, 2009 and we now must secure 2/3 affirmative vote of the municipalities that make up the Recreation Authority.

The importance and value of the programs and services provided by the Howell Area Parks & Recreation Authority cannot be underestimated. Although the August 2006 millage to fund the Howell Area Parks & Recreation Authority failed, each of the municipalities that entered into the Authority decided that rather than scrap the concepts of shared recreational services and dissolve the organization that they would fund the organization through general fund allocations from each participating municipality. The proposed budget continues current service levels and maintains contribution levels from The City of Howell at \$100,000, Oceola Township at \$100,000, and increases the Marion Township and Genoa Township contribution by 4.4% cpi to \$61,925 each.

A full transition of our operations out of the City of Howell to a stand-alone organization took place on July 1, 2008. We believe that the budget we have prepared is based on realistic expectations of our programming and operational goals.

The Howell Area Parks & Recreation Authority will continue to take on the responsibility for the maintenance of the Bennett Recreation Center and the Barnard Community Center which have been leased to us for \$1/year from the City of Howell. In turn, we will be responsible for the utilities and upkeep of these buildings including interior maintenance and snow removal and grass cutting.

We will also be taking on the field maintenance and scheduling of new athletic fields in Genoa and Oceola Township. These fields have been leased to us for \$1/year as well. This will be our first full year of operations at these new field.

The proposed budget recommends that staffing levels be maintained at 3 full-time salaried employees which includes the Director, the Enrichment Director and the Sports Director. In addition, we will continue to employ our core part-time staff including our Preschool Director/Lead Teacher, two individuals in our front office with duties in general administration and marketing, Administrative Assistant for the Senior Center, and our Teen Center Director. We will

also supplement this staff with between 10-12 additional part-time employees who will take on building/site supervision, custodial, and assist the core staff by providing support services (including our Preschool support teacher, our Teen Center Supervisors, and Summer Camp counselors.)

To round out our staffing, we will also continue to contract with appropriate vendors in administrative areas including bookkeeping, payroll, human services, technology, and legal services and in field maintenance areas including lining, mowing, and fertilizing.

We have also budgeted for a healthy marketing allocation that will allow us to reach new audiences and stay connected with those that already participate in our programs. We have allocated \$32,000 for our seasonal program guide, our flyers and newsletters. We will also continue to direct mail this publication to our constituents in our service area which has generated much more knowledge of our organization and the programs we provide.

The following program initiatives are included in the budget:

1. **Sports Leagues, Lessons, Clinics, Workshops and Classes:** We will continue to provide and add new programs to our sports program which is budgeted to generate \$116,000. Many of our sports leagues and activities use space – courts, fields, etc. -- that are leased from the Howell Public Schools. As a government entity, we are given priority scheduling after all school requests are filed.
2. **Enrichment Classes and programs:** We will continue to program enrichment classes in gymnastics, dance, music, horseback riding, skating, adult education, exercise, pompoms, babysitting, and other areas, as well as revamp our day and extended travel program. We will add new programs based on need. Our enrichment classes will generate \$61,000 in revenue.
3. **Special Events:** We will program approximately 15 special events during 2009-2010 including the Melon Run; Holiday in the Park; Aquathlon; Hershey Track and Field Meet; Punt, Pass & Kick; MoonGlow, Twilight Tours of Lakeview Cemetery, Mother/Son and Father/Daughter Dances; and others. These events give us the perfect opportunity to solicit corporate sponsors and we will need to direct much of our attention on building a core sponsor base. We have outlined a sponsorship budget of \$25,000 for these events and participation fees that include \$44,500 (a 10% increase over last year).
4. **Summer Day Camp** - In our effort to increase our revenue base last summer, we added a 10 week summer day camp program for children 5-10. It was so successful that we are again holding it at the Barnard Community Center and Howell City Park this coming summer. The summer camp should recognize revenues of close to \$45,000. We will employ a full-time seasonal Day Camp Director, and 4 part-time seasonal counselors. We have budgeted for 25 children each week.
5. **Howell Recreation Preschool & Learning Center** – We will continue to provide a traditional preschool morning program (MWF) and an extended day program (TTH) for ages 3 - 5 at the Bennett Recreation Center. We are allowed to enroll 17 children in each of the programs and can provide the care needed with 2 staff members working 29 hours each week. Five additional hours are granted to the Preschool Director for planning

purposes.

6. **Howell Teen Center** – We will continue to provide a Monday – Friday 3-6 p.m. program at the Barnard Community Center for area teens that is funded partially by a grant from the Livingston County United Way. For the past 4 years we have received between \$8000 - \$9000 for this program which funds 3 part-time staff members and operating supplies. This past year with a generous donation from Citizen's Insurance, we added 2 additional rooms to the Teen Center for an internet café which continue to bring new teens into the center on a daily basis. Currently we serve 25-30 teens daily and the Center remains free of charge to area teens. Programming fees are charged and budgeted at \$5,000 this year for Late Night events on Friday evenings and field trips to area hot spots.

7. **Howell Senior Center** – We will continue to provide a venue for area seniors, age 50 and over, for their social, recreational, health, and educational enrichment. This past year, we instituted a yearly membership rate of \$20 for residents and \$30 for non-residents and now have approximately 250 active members of the Howell Senior Center. Additional free and fee based programs will be added to the daily schedule to entice seniors to stay longer at the Center and to participate in active and healthy lifestyles. A grant of \$11,000 was allocated last year from the United Way to support the activities of the Senior Center and we have again requested \$11,000 for the 2009-2010 fiscal year.

As you can see, 2009-2010 will be challenging for us as we continue to find creative and credible ways to move forward. We feel that we have outlined a realistic budget that will keep our core programs intact and will support an administrative and organizational structure that will lead to our continued success.

If you have any questions, please do not hesitate to contact me at 517/546-0693 ext. 7702 or by e-mail at dmikula@howellrecreation.org

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deborah E. Mikula", with a long horizontal line extending to the right.

Deborah E. Mikula
Director

Howell Area Parks & Recreation Authority
Budget 2009-2010

INCOME

Dept. 751 - Recreation Department

Account Number	Description	Budget 2009-2010
587.001	Marion Township Participation	61,925
587.002	Genoa Township Participation	61,925
587.003	Oceola Township Participation	100,000
587.005	City of Howell Participation	100,000
649.000	Teen Center Concession Sales	4,000
649.001	Amusement Park Ticket Sales	0
649.003	Brochure Advertisement	2,000
650.001	Program Fees SPORTS	116,000
650.002	Program Fees ENRICHMENT	61,000
650.003	Program Fees SPECIAL EVENTS	44,500
650.004	Program Fees SUMMER CAMP	45,000
650.005	Program Fees TEEN	5,000
651.004	Building Rental Fees	29,000
651.005	Program Fees/Membership SENIORS	4,500
651.007	Preschool Tuition & Program Fees	45,000
665.000	Investment Interest	2,000
671.002	Misc. Revenue	1,000
675.003	Donations GENERAL	5,500
675.009	Donations SENIORS	1,000
675.010	Donations TEENS	1,000
675.012	United Way TEENS	8,650
675.013	United Way SENIORS	11,000
675.015	Preschool Fundraising	2,000
676.006	Senior Postage Reimbursement	0
677.003	Senior Travel Fees	4,000
678.010	Sponsorship Fees	25,000
678.012	Membership Fees	1,000
678.015	Senior Newsletter Advertising	1,000
		743,000

CERTIFICATE OF RESOLUTIONS

WHEREAS, Genoa Township a Municipality (e.g., corporation, university, non-profit corporation) organized under the laws of the State of MI (the "Township") desires to obtain financial accommodations from Chase Bank USA, N.A. (the "Bank") pursuant to the use of a number of business card account numbers, the related accounts and cards bearing such account numbers (collectively, the "Cards"); and

WHEREAS, this Township intends to authorize its employees and agents to use such Cards for and in connection with corporate business on behalf of this Company; and

WHEREAS, the Bank will not issue such Cards unless the Township agrees to obligate itself for the prompt payment of credit extended pursuant to the use of such Cards, including credit extended pursuant to the use of a Card for either purchases or cash advance transactions, whether such use or indebtedness was authorized or unauthorized by the Company;

NOW, THEREFORE, be it resolved that the Township shall apply to the Bank for the issuance of Cards in the names of such employees and agents of the Township as may be designated to the Bank;

BE IT FURTHER RESOLVED that the _____, _____ or _____ of this Township, any one of them acting singly, is hereby authorized, directed and empowered, in the name of the Township, to execute a Business Card Agreement in the form approved by such individual and take such actions as are contemplated thereby;

BE IT FURTHER RESOLVED that the Bank is authorized to act upon these resolutions until written notice of their revocation is delivered to Bank.

I, _____, _____ [insert title of individual], do hereby certify that the foregoing is a full, true and correct copy of the resolutions of the _____ (e.g., Board of Directors, Managing Partner, Board of Trustees, Executive Order in the case of a public body, etc.) of said Township, duly and regularly passed and adopted at a meeting of the _____ (e.g., Board of Directors, Managing Partner, Board of Trustees, Executive Order in the case of a public body, etc.) of said Township, which was duly and regularly called and held in all respects as required by law, and by the by-laws of said Township, on the _____ day of _____, 200____, at which meeting a majority of the _____ of said Township was present and voted in favor of said resolutions. I further certify that the said resolutions are still in full force and effect and have not been amended or revoked and that the specimen signatures appearing below are the signatures of the individuals authorized to sign for this Township by virtue of these resolutions.

Specimen Signature	Name (Print)	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of _____ (if applicable) this _____ day of _____, 200____.

[insert title]

[SEAL]

Business Banking

Chase Business Card with Corporate Liability

Select One Product:

Chase Flexible Rewards Select
Earn Rewards
\$100 Program Fee

Chase Business Capital
No Rewards
No Annual Fee

United Mileage Plus®
Earn Miles
\$125 Annual Fee

Please complete the following if applying for the United Mileage Plus.

United Mileage Plus Number

Please enroll me. I am not currently a Mileage Plus Member.

BUSINESS INFORMATION

TYPE OF BUSINESS (required)

- Corporation
 Partnership
 Non-Profit Corp
 Government
 LLC
 Other

Legal Name of Company (required) _____ Name of Company to appear on card (19 character maximum) _____

Company Street Number (required) _____ Company Street Name (required) _____

Address Line 2 _____

City (required) _____ State (req.) _____ Zip Code (required) _____

Company Phone Number _____ Years in Business _____ Number of Employees _____

Nature of Business _____

Does the Company Have Other Accounts with Chase? Yes No Taxpayer Identification Number (required) _____

AUTHORIZING OFFICER

You must be one of the following (check one):

- President Owner
 Vice President Member/Director
 Treasurer Partner

First Name of Authorizing Officer (required) _____ MI _____ Last Name (required) _____

SSN (for verification purposes only) _____ Date of Birth (required) - mm/dd/yyyy _____

Business E-mail Address _____

FINANCIAL INFORMATION (required)

If tax returns/financial statements are greater than six (6) months old, please provide the last financial statements available and the comparable financial statements for the same period last year.

Please provide photocopies of the following documents:

- Articles of incorporation, partnership agreement, or other documentation evidencing the Company's existence
 Borrowing resolution, board of director's resolution or other documentation evidencing the Authorizing Officer's authority to enter into an agreement on behalf of the Company
 Financial statements from the previous two years (audited if available)
 or
 Tax returns from the previous two years

Amount of credit line requested \$ _____

ADDITIONAL CARD(S)

Attach additional sheets, if necessary. There is a \$25 additional card fee for the United product.

1. First Name of Additional Cardmember _____ MI _____ Last Name _____ Monthly Spending Limit _____
 2. First Name of Additional Cardmember _____ MI _____ Last Name _____ Monthly Spending Limit _____

BALANCE TRANSFER OPTION

Transfer the amount(s) shown from the MasterCard®, Visa®, Discover®, American Express®, or any store card account(s) listed to this new account.

1. Amount \$ _____ Account Number (refer to credit card) _____
 2. Amount \$ _____ Account Number (refer to credit card) _____

Yes! I would like to apply for OVERDRAFT PROTECTION (ODP) Chase Checking Account Number _____

SIGNATURE

This application must be signed by the Authorized Officer of the Company with the authority to bind the Company to the terms and conditions of this application and the Business Card Agreement.

I certify that I am the Authorized Officer with the authority to bind the Company to the terms of this application and the Business Cardmember Agreement governing this account. I have read and agree with the terms and conditions and disclosures included with this application.

Signature of Authorizing Officer _____ Date _____

FOR BANK USE ONLY

Bank Employee Name	Bank No.	Cost Center No.	Standard ID
Bank Employee Name	Bank No.	Cost Center No.	Standard ID
Bank Employee Name	Bank No.	Cost Center No.	Standard ID
Bank Employee Name	Bank No.	Cost Center No.	Standard ID



Source Codes	BLC	LOPS
Chase Flexible Rewards Select	<input type="checkbox"/> C83W	<input type="checkbox"/> C83Z
Chase Business Capital	<input type="checkbox"/> C84B	<input type="checkbox"/> C84C
United Mileage Plus®	<input type="checkbox"/> C84W	<input type="checkbox"/> C84Y

Chase Flexible Rewards SelectSM Platinum Business Card

RATE, FEE AND OTHER COST INFORMATION

LGC23471

Annual Percentage Rate (APR) for purchases	14.49% variable. ^a
Other APRs	Balance Transfer APR: 14.49% variable. Cash Advance APR: 20.49% variable Default APR: Up to 29.99% variable. See explanation below. ^b Overdraft Advance APR: 20.49% variable (not available in some states)
Variable rate information	The following APRs may vary monthly based on the Prime Rate: ^c Purchase and Balance Transfer APR: The Prime Rate plus 9.99%. Cash Advance APR: The Prime Rate plus 15.99%. Default APR: The Prime Rate plus up to 26.99%, but not more than 29.99%. Overdraft Advance APR: The Prime Rate plus 15.99%.
Grace period for repayment of purchase balances	At least 20 days.
Method of computing the balance for purchases	Average daily balance method (including new purchases).
Annual fee	None
Minimum finance charge	\$1.00
Transaction fee for balance transfers	3% of the amount of each transaction, but not less than \$5.00.
Transaction fees for cash advances	3% of the amount of the transaction, but not less than \$10.00.
Late Payment fee	\$15.00 on balances up to, but not including, \$100.00; \$29.00 on balances of \$100.00 up to, but not including, \$250.00; and \$39.00 on balances of \$250.00 and over.
Over-the-Credit-Limit fee	\$39.00
International Transaction fee	3% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.

^a Rates, fees, and terms may change: We reserve the right to change the account terms (including the APRs) at any time for any reason, in addition to APR increases that may occur for failure to comply with the terms of your account. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. Any changes will be in accordance with your account agreement.

^b Your APRs may increase if you default on this account for any of the following reasons: We do not receive at least the minimum payment due by the date and time due; you exceed your credit line, if applicable; or you make a payment to us that is not honored by your bank. Your APRs may increase as of the first day of the billing cycle in which the default occurs. We may consider the following factors to determine the default rate: the length of time your account has been open; the existence, seriousness and timing of defaults; other indications of your account usage and performance; and information about your other relationships with us, any of our related companies or from consumer credit reports.

^c The "Prime Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* two business days before the Closing Date on the statement for each billing period. Variable APRs are based on the 4.50% prime rate on 10/20/2008.

You will earn 1 point for each \$1 of net purchases. You do not earn points on balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, and money orders, any checks that are used to access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including fees for products that protect or insure the balances of your account. There is no maximum number of points that you can accumulate in the program. See Rewards Program Rules and Regulations which will be mailed after your account is established. Awards are subject to program restrictions, including 21 day advance ticketing and Saturday night stay for air travel. A service fee of \$14.95 may be charged for the use of Reward Headquarters services for redemption of air travel. There is a \$100 yearly Program fee, which will appear on your first monthly billing statement. Your Program membership will be renewed automatically each year at the then-current yearly Program fee as long as your account is not in default, unless you notify us of cancellation prior to renewal. If at any time you would like to cancel your participation in the Program, and lose any accumulated points, please call the number on the back of your card. We can credit your account the yearly Program fee, if requested within 30 days of billing.

TERMS & CONDITIONS

LGC23471

JPMorgan Chase Bank, N.A. is making this offer to you on behalf of its Delaware affiliate, Chase Bank USA, N.A. Chase USA is the issuer of all Chase Consumer and Business credit cards.

Authorization: When you ("you", "your" means the owner, officer, or partner of the company with the authority to bind the company to the terms & conditions of this offer and the Business Cardmember Agreement, and who is agreeing to the terms on behalf of the company) respond to this credit card offer from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

1. You will provide to us the information listed on the application included with these terms and conditions and will certify to the accuracy of such information.
2. You authorize us to obtain business credit reports and other financial information about the Company. If an account is opened, you will receive a Cardmember Agreement with the Company card(s). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement.
3. You authorize us to allocate Company payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply Company payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.
4. Claims and disputes are subject to arbitration.
5. As describe in the Cardmember Agreement, we reserve the right to change the terms of the Company's account (including the APRs) at any time, for any reason, in addition to APR increases that may occur for failure to comply with the terms of the Company's account.
6. You also certify that you have the authority to permit us to issue a credit card containing the Company name if completed on the form.

Company Liability: You understand that the Company is responsible for payment of all balances incurred on all cards and accounts issued pursuant to this application now or whenever such additional accounts may be established or cards issued in the future. You must notify us immediately to close the accounts and prevent further usage.

Before we approve the Company for a credit card, we will review the Company's financial information and the Company information you provide with your response to confirm that the Company meets the criteria for this offer. Based on this review, the Company may not receive a card.

If an account is approved, all cardmembers will have access to 100% of the approved credit limit. If you would like to set spending limits on any cardmembers, please contact our Cardmember Service Department after the account has been opened. By becoming a Visa Business Card cardmember, you agree that the card is being used only for business purposes and that the card is being issued to a public or private company including a sole proprietor or employees or contractors of an organization. You must be at least 18 years old (19 in AL and NE) to sign as the Authorizing Officer.

We reserve the right to change the benefit features associated with the Company's cards at any time.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Replying to this offer: If you omit any information on the form, we may deny your request for an account. If applicable, Chase cardmembers who currently have or have had a Chase credit card in any Rewards Program associated with this offer or have received a similar bonus offer, may not be eligible for a second Chase credit card in the same Rewards Program, or for any bonus offer. Chase cardmembers currently receiving promotional pricing, or Chase cardmembers with a history of only using their current or prior Chase card for promotional pricing offers, are not eligible for a second Chase credit card with promotional pricing. The Company must be headquartered within the 50 United States or the District of Columbia. The information about the costs of the card described in this disclosure is accurate as of 10/20/2008. This information may have changed after that date. You should contact us for any change after the printing date by writing to Cardmember Service, P.O. Box 15043, Wilmington, DE 19850-5043.

USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Two Easy Steps to Transfer Balances

You can transfer balances from other accounts.

1. Write the account number of your other credit or store card(s) and the exact amount of the balance(s) you wish to transfer in the Balance Transfer Option on your enclosed Certificate.
2. Contact your other credit or store card issuers to close your other accounts if you wish. The Chase Flexible Rewards Select Platinum Visa Business Card is the only card you need.

You agree that all transferred balances consist of business related expenses. Balance transfers are contingent upon issuance of your account with us. Each transfer will reduce your available credit just like any other transaction. You will see a payment for the amount transferred on the statement from your other accounts. It may take up to three weeks to set up your new account with us and process the balance transfer(s), so you may still need to make payments to your other accounts to keep them current. Balance transfers are subject to the transaction fee shown in the enclosed "Rate, Fee and Other Cost Information." In the event that your request(s) exceed the amount of your credit line, we will fulfill your requests in numeric order as listed in your response. We may decline to process any full or partial balance transfer request and will not process a balance transfer request from any other account or loan that we or any of our affiliates issued. We may not use your total credit line when honoring balance transfers because the total balance transfers and any related fees and finance charges may take your balance over the available credit line.

Chase Business Capital

RATE, FEE AND OTHER COST INFORMATION

LGC23473

Annual Percentage Rate (APR) for purchases	14.49% variable. ^a
Other APRs	Balance Transfer APR: 14.49% variable. Cash Advance APR: 20.49% variable Default APR: Up to 29.99% variable. See explanation below. ^b Overdraft Advance APR: 20.49% variable (not available in some states)
Variable rate information	The following APRs may vary monthly based on the Prime Rate: ^c Purchase and Balance Transfer APR: The Prime Rate plus 9.99%. Cash Advance APR: The Prime Rate plus 15.99%. Default APR: The Prime Rate plus up to 26.99%, but not more than 29.99%. Overdraft Advance APR: The Prime Rate plus 15.99%.
Grace period for repayment of purchase balances	At least 20 days.
Method of computing the balance for purchases	Average daily balance method (including new purchases).
Annual fee	None
Minimum finance charge	\$1.00
Transaction fee for balance transfers	3% of the amount of each transaction, but not less than \$5.00.
Transaction fees for cash advances	3% of the amount of the transaction, but not less than \$10.00.
Late Payment fee	\$15.00 on balances up to, but not including, \$100.00; \$29.00 on balances of \$100.00 up to, but not including, \$250.00; and \$39.00 on balances of \$250.00 and over.
Over-the-Credit-Limit fee	\$39.00
International Transaction fee	3% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.

^a **Rates, fees, and terms may change:** We reserve the right to change the account terms (including the APRs) at any time for any reason, in addition to APR increases that may occur for failure to comply with the terms of your account. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. Any changes will be in accordance with your account agreement.

^b Your APRs may increase if you default on this account for any of the following reasons: We do not receive at least the minimum payment due by the date and time due; you exceed your credit line, if applicable; or you make a payment to us that is not honored by your bank. Your APRs may increase as of the first day of the billing cycle in which the default occurs. We may consider the following factors to determine the default rate: the length of time your account has been open; the existence, seriousness and timing of defaults; other indications of your account usage and performance; and information about your other relationships with us, any of our related companies or from consumer credit reports.

^c The "Prime Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* two business days before the Closing Date on the statement for each billing period. Variable APRs are based on the 4.50% prime rate on 10/20/2008.

TERMS & CONDITIONS

LGC23473

JPMorgan Chase Bank, N.A. is making this offer to you on behalf of its Delaware affiliate, Chase Bank USA, N.A. Chase USA is the issuer of all Chase Consumer and Business credit cards.

Authorization: When you ("you", "your" means the owner, officer, or partner of the company with the authority to bind the company to the terms & conditions of this offer and the Business Cardmember Agreement, and who is agreeing to the terms on behalf of the company) respond to this credit card offer from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

1. You will provide to us the information listed on the application included with these terms and conditions and will certify to the accuracy of such information.
2. You authorize us to obtain business credit reports and other financial information about the Company. If an account is opened, you will receive a Cardmember Agreement with the Company card(s). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement.
3. You authorize us to allocate Company payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply Company payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.
4. Claims and disputes are subject to arbitration.
5. As describe in the Cardmember Agreement, we reserve the right to change the terms of the Company's account (including the APRs) at any time, for any reason, in addition to APR increases that may occur for failure to comply with the terms of the Company's account.
6. You also certify that you have the authority to permit us to issue a credit card containing the Company name if completed on the form.

Company Liability: You understand that the Company is responsible for payment of all balances incurred on all cards and accounts issued pursuant to this application now or whenever such additional accounts may be established or cards issued in the future. You must notify us immediately to close the accounts and prevent further usage.

Before we approve the Company for a credit card, we will review the Company's financial information and the Company information you provide with your response to confirm that the Company meets the criteria for this offer. Based on this review, the Company may not receive a card.

If an account is approved, all cardmembers will have access to 100% of the approved credit limit. If you would like to set spending limits on any cardmembers, please contact our Cardmember Service Department after the account has been opened. By becoming a Visa Business Card cardmember, you agree that the card is being used only for business purposes and that the card is being issued to a public or private company including a sole proprietor or employees or contractors of an organization.

You must be at least 18 years old (19 in AL and NE) to sign as the Authorizing Officer.

We reserve the right to change the benefit features associated with the Company's cards at any time.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Replying to this offer: If you omit any information on the form, we may deny your request for an account. If applicable, Chase cardmembers who currently have or have had a Chase credit card in any Rewards Program associated with this offer or have received a similar bonus offer, may not be eligible for a second Chase credit card in the same Rewards Program, or for any bonus offer. Chase cardmembers currently receiving promotional pricing, or Chase cardmembers with a history of only using their current or prior Chase card for promotional pricing offers, are not eligible for a second Chase credit card with promotional pricing. The Company must be headquartered within the 50 United States or the District of Columbia. The information about the costs of the card described in this disclosure is accurate as of 10/20/2008. This information may have changed after that date. You should contact us for any change after the printing date by writing to Cardmember Service, P.O. Box 15043, Wilmington, DE 19850-5043.

USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Two Easy Steps to Transfer Balances

You can transfer balances from other accounts.

1. Write the account number of your other credit or store card(s) and the exact amount of the balance(s) you wish to transfer in the Balance Transfer Option on your enclosed Certificate.
2. Contact your other credit or store card issuers to close your other accounts if you wish. The Chase Platinum Visa Business Card is the only card you need.

You agree that all transferred balances consist of business related expenses. Balance transfers are contingent upon issuance of your account with us. Each transfer will reduce your available credit just like any other transaction. You will see a payment for the amount transferred on the statement from your other accounts. It may take up to three weeks to set up your new account with us and process the balance transfer(s), so you may still need to make payments to your other accounts to keep them current. Balance transfers are subject to the transaction fee shown in the enclosed "Rate, Fee and Other Cost Information." In the event that your request(s) exceed the amount of your credit line, we will fulfill your requests in numeric order as listed in your response. We may decline to process any full or partial balance transfer request and will not process a balance transfer request from any other account or loan that we or any of our affiliates issued. We may not use your total credit line when honoring balance transfers because the total balance transfers and any related fees and finance charges may take your balance over the available credit line.

United Mileage Plus® Platinum Business Card

RATE, FEE AND OTHER COST INFORMATION

LGC23483

Annual Percentage Rate (APR) for purchases	14.49% variable. ^a
Other APRs	Balance Transfer APR: 14.49% variable. Cash Advance APR: 20.49% variable Default APR: Up to 29.99% variable. See explanation below. ^b Overdraft Advance APR: 20.49% variable (not available in some states)
Variable rate information	The following APRs may vary monthly based on the Prime Rate: ^c Purchase and Balance Transfer APR: The Prime Rate plus 9.99%. Cash Advance APR: The Prime Rate plus 15.99%. Default APR: The Prime Rate plus up to 26.99%, but not more than 29.99%. Overdraft Advance APR: The Prime Rate plus 15.99%.
Grace period for repayment of purchase balances	At least 20 days.
Method of computing the balance for purchases	Average daily balance method (including new purchases).
Annual fee	Annual membership fee: \$125.00 per year; each additional card: \$25.00 per year.
Minimum finance charge	\$1.00
Transaction fee for balance transfers	3% of the amount of each transaction, but not less than \$5.00.
Transaction fees for cash advances	3% of the amount of the transaction, but not less than \$10.00.
Late Payment fee	\$15.00 on balances up to, but not including, \$100.00; \$29.00 on balances of \$100.00 up to, but not including, \$250.00; and \$39.00 on balances of \$250.00 and over.
Over-the-Credit-Limit fee	\$39.00
International Transaction fee	3% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.

^a Rates, fees, and terms may change: We reserve the right to change the account terms (including the APRs) at any time for any reason, in addition to APR increases that may occur for failure to comply with the terms of your account. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. Any changes will be in accordance with your account agreement.

^b Your APRs may increase if you default on this account for any of the following reasons: We do not receive at least the minimum payment due by the date and time due; you exceed your credit line, if applicable; or you make a payment to us that is not honored by your bank. Your APRs may increase as of the first day of the billing cycle in which the default occurs. We may consider the following factors to determine the default rate: the length of time your account has been open; the existence, seriousness and timing of defaults; other indications of your account usage and performance; and information about your other relationships with us, any of our related companies or from consumer credit reports.

^c The "Prime Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* two business days before the Closing Date on the statement for each billing period. Variable APRs are based on the 4.50% prime rate on 10/20/2008.

Two Easy Steps to Transfer Balances

You can transfer balances from other accounts.

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2. Contact your other credit or store card issuers to close your other accounts if you wish. The United Mileage Plus Platinum Visa Business Card is the only card you need.

You agree that all transferred balances consist of business related expenses. Balance transfers are contingent upon issuance of your account with us. Each transfer will reduce your available credit just like any other transaction. You will see a payment for the amount transferred on the statement from your other accounts. It may take up to three weeks to set up your new account with us and process the balance transfer(s), so you may still need to make payments to your other accounts to keep them current. Balance transfers are subject to the transaction fee shown in the enclosed "Rate, Fee and Other Cost Information." In the event that your request(s) exceed the amount of your credit line, we will fulfill your requests in numeric order as listed in your response. We may decline to process any full or partial balance transfer request and will not process a balance transfer request from any other account or loan that we or any of our affiliates issued. We may not use your total credit line when honoring balance transfers because the total balance transfers and any related fees and finance charges may take your balance over the available credit line.

Miles are not earned on balance transfers.

TERMS & CONDITIONS

LGC23483

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Authorization: When you ("you", "your" means the owner, officer, or partner of the company with the authority to bind the company to the terms & conditions of this offer and the Business Cardmember Agreement, and who is agreeing to the terms on behalf of the company) respond to this credit card offer from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

1. You will provide to us the information listed on the application included with these terms and conditions and will certify to the accuracy of such information.
2. You authorize us to obtain business credit reports and other financial information about the Company. If an account is opened, you will receive a Cardmember Agreement with the Company card(s). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement.
3. You authorize us to allocate Company payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply Company payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.
4. Claims and disputes are subject to arbitration.
5. As describe in the Cardmember Agreement, we reserve the right to change the terms of the Company's account (including the APRs) at any time, for any reason, in addition to APR increases that may occur for failure to comply with the terms of the Company's account.
6. You also certify that you have the authority to permit us to issue a credit card containing the Company name if completed on the form.

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Before we approve the Company for a credit card, we will review the Company's financial information and the Company information you provide with your response to confirm that the Company meets the criteria for this offer. Based on this review, the Company may not receive a card.

If an account is approved, all cardmembers will have access to 100% of the approved credit limit. If you would like to set spending limits on any cardmembers, please contact our Cardmember Service Department after the account has been opened. By becoming a Visa Business Card cardmember, you agree that the card is being used only for business purposes and that the card is being issued to a public or private company including a sole proprietor or employees or contractors of an organization. You must be at least 18 years old (19 in AL and NE) to sign as the Authorizing Officer.

We reserve the right to change the benefit features associated with the Company's cards at any time.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Replying to this offer: If you omit any information on the form, we may deny your request for an account. If applicable, Chase cardmembers who currently have or have had a Chase credit card in any Rewards Program associated with this offer or have received a similar bonus offer, may not be eligible for a second Chase credit card in the same Rewards Program, or for any bonus offer. Chase cardmembers currently receiving promotional pricing, or Chase cardmembers with a history of only using their current or prior Chase card for promotional pricing offers, are not eligible for a second Chase credit card with promotional pricing. The Company must be headquartered within the 50 United States or the District of Columbia. The information about the costs of the card described in this disclosure is accurate as of 10/20/2008. This information may have changed after that date. You should contact us for any change after the printing date by writing to Cardmember Service, P.O. Box 15043, Wilmington, DE 19850-5043.

USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

UNITED MILEAGE PLUS PLATINUM BUSINESS CARD PROGRAM INFORMATION

This product is reserved for business owners. Individuals whose requests for this offer are not approved will not be enrolled in Mileage Plus through this request, although existing Mileage Plus members will remain enrolled in Mileage Plus. Employees will not be enrolled in Mileage Plus as a result of this request. Mileage Plus miles awarded through the use of the employee's or authorized user's card will only be credited to the authorizing officer's account. If a cardmember's membership in United's Mileage Plus Program is terminated in accordance with the terms and conditions of that Program, the cardmember will no longer be eligible for or receive any Mileage Plus miles for purchases using the United Mileage Plus Card. Chase's sole obligation concerning the award and redemption of miles shall be to make a valid request to United to award miles to the cardmember's associated Mileage Plus Platinum Business Card account. Chase disclaims liability or responsibility for United's failure to award or redeem miles to the cardmember's associated Mileage Plus account after Chase has met its obligations to United in connection with such a request.

UNITED MILEAGE PLUS PROGRAM INFORMATION

Miles accrued and awards issued are subject to the rules of the United Mileage Plus program. United, its subsidiaries, affiliates and agents are not responsible for any financial products or services associated with this offer. Please allow 6 to 8 weeks after completed qualifying activity for bonus miles to be posted to your Mileage Plus account. Bonus miles earned through non-flight activity do not count toward Elite status. The Mileage Plus Program, including accruals, awards and bonus miles offers, is subject to change without notice. The miles referred to are not actual miles but represent Mileage Plus® credits in the United Mileage Plus Program. Taxes and fees related to award travel are the responsibility of the passenger. United and Mileage Plus are registered service marks. For complete details about the Mileage Plus program, visit united.com. For complete Mileage Plus Choices program redemption terms and conditions, visit united.com/chase.

To qualify for Perks Plus participation, companies must have at least 5 employees. Points redemption is available to companies whose United travel meets or exceeds \$5,000 USD in a consecutive 3-month period. Additional terms apply. United Airlines travel under the Perks Plus Program is the amount of actual flown revenue, excluding all taxes, fees, surcharges, and commissions, realized by United from travel on company business by company employees wholly on United, United Express® and Ted™ operated scheduled service. As your company's employees fly on United, United Express® and Ted™, the company accrues one point for every dollar of United travel. This travel is automatically tracked. Points earned are reported to you 10 to 12 weeks after the end of each month by email. Points can then be redeemed for rewards your company can use. The rewards are issued directly to the company, allowing you to determine how they are distributed.

With this bonus offer you will receive 25,000 bonus miles, one \$25 United Discount Travel Certificate, and one One-way, 1,000 mile, One-class Upgrade Certificate. You will qualify and receive your bonus after your first purchase/first use of the card. First purchase/first use includes purchases, balance transfers, or any checks that are used to access your account, and excludes cash advances. After qualifying, please allow 6 to 8 weeks for delivery of certificates and for bonus miles to post to your account. Bonus awards cannot be shipped to PO Boxes or addresses outside the 50 United States and Washington D.C. The \$25 United Discount Travel Certificate and One-way, 1,000 mile, One-class Upgrade Certificate are not combinable with other discounts or air travel certificates and are not transferable. United's One-way, 1,000 mile, One-class Upgrade Certificate is valid from paid full-fare Economy to the next class of service. Additional restrictions apply and are printed on the certificates. United reserves the right to substitute products of equal or greater value at any time for any reason. This one-time bonus offer is valid only for first-time United Mileage Plus Business Card cardmembers with new accounts. Existing United Mileage Plus Business Card cardmembers/accounts are not eligible for this bonus offer. Bonus miles do not count towards caps. These miles do not count toward elite status. If your account is not open for at least six months, United and Chase reserve the right to deduct the bonus miles from your Mileage Plus Program account.

You will earn 2 miles for each \$1 of eligible net purchases made directly from United and 1 mile for each \$1 of all other eligible net purchases. You do not earn miles on balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, and money orders, any checks that are used to access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including fees for products that protect or insure the balances of your account. Maximum mile accumulation on net purchases is 150,000 miles per calendar year. However there is no maximum mile accumulation for Mileage Plus Premier Associate®, Premier®, Premier Executive®, or 1K® members. See Rewards Program Rules and Regulations, which will be mailed after your account is established.



March 9, 2009

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

Dear Ms. Skolarus:

As part of Comcast's continuing effort to keep you informed of changes impacting our customers in your community, I am pleased to inform you of a decrease in the prices for three of our triple play bundle packages and the introduction of a new service offering. Comcast is providing notice of these changes directly to our customers through messages on their monthly billing statements.

Effective February 12, 2009, the standard prices for our High Definition Triple Play bundles decreased. The standard price for the HD Starter bundle decreased from \$134.99 to \$129.99 per month. The standard price for the HD Plus bundle decreased from \$169.99 to \$159.99 per month. Finally, the HD Premier bundle monthly price decreased from \$209.99 to \$199.99. Customers do not need to take any action since they are automatically transitioned to the appropriate lower price based on the bundle package that they previously chose.

We also introduced a new service offering in your community. Effective February 12, 2009, the Value Plus Triple Play bundle is available. This bundle includes the following: Digital Starter video service, On Demand, one digital cable box and remote, Comcast High-Speed Internet Performance Service with PowerBoost®, Comcast Digital Voice Local with More®. The standard price for this bundle is \$114.99 per month.

Additionally, Music Choice will introduce a new channel line-up on Comcast Digital Cable. Most channels will move to new locations, some will change names and some will be replaced by more popular listening options. Please see the attached customer notice for more details.

Should residents contact you with questions regarding these changes, please do not hesitate to direct them to our toll free customer service number: 1-800-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week to answer any questions they may have regarding Comcast products, services and prices. If you have any questions about this or any other issue, please feel free to contact me directly at 734-254-1888.

Sincerely,

A handwritten signature in cursive script that reads "Frederick G. Eaton".

Frederick G. Eaton

Government Affairs Manager
Comcast, Michigan Region
41112 Concept Drive
Plymouth, MI 48170

What you want to hear, When you want to hear it.

On April 15th, 2009, Music Choice® will introduce a new and improved lineup on Comcast Digital Cable. Most channels will move to new locations, some will change names and some will be replaced by more popular listening options. The new Music Choice lineup will include a total of 46 channels.

Ch	Name	Ch	Name	Ch	Name
401	Hit List	417	Classic Alternative	433	Sounds of the Season
402	Hip-Hop & R&B	418	Adult Alternative	434	Soundscapes
403	MC MixTape	419	Soft Rock	435	Smooth Jazz
404	Dance/Electronica	420	Pop Hits	436	Jazz
405	Rap	421	90's	437	Blues
406	Hip-Hop Classics	422	80's	438	Singers & Swing
407	Throwback Jamz	423	70's	439	Easy Listening
408	R&B Classics	424	Solid Gold Oldies	440	Classical
409	R&B Soul	425	Party Favorites		Masterpieces
410	Gospel	426	Stage & Screen	441	Light Classical
411	Reggae	427	Kidz Only!	442	Musica Urbana
412	Classic Rock	428	Toddler Tunes	443	Pop Latino
413	Retro Rock	429	Today's Country	444	Tropicales
414	Rock	430	True Country	445	Mexicana
415	Metal	431	Classic Country	446	Romances
416	Alternative	432	Contemporary Christian		

For more information visit <http://www.musicchoice.com/channelchange>

Get Music Choice with Comcast Digital Cable!

Call 1.800.COMCAST today!

Comcast.

A CableCard or a digital converter from Comcast is required to view these channels. Not all programming and services available in all areas. Programming subject to change. Certain services are available separately or as a part of other levels of service at regular service rates. Limited Basic Service (or as applicable, the lowest level of service) is required to receive other levels of service. Service is subject to terms and conditions of Comcast Cable Subscriber Agreement. Other restrictions may apply. Comcast © 2009.



March 10, 2009

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

Dear Ms. Skolarus:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify additions and changes to the channel lineup. Customers will be notified in advance of these additions and changes by newspaper notice.

Effective April 1, 2009, we are pleased to announce the addition of Major League Baseball (MLB) HD, channel 258 to Digital Classic service.

Also effective April 10, 2009, WUDT-CA (Univision) will be added to Limited Basic channel 98. A preview of WUDT will be available to customers subscribing to Limited Basic beginning March 31, 2009. Daystar will move from Digital Classic channel 188 to Digital Starter channel 188. Univision, channel 62, will no longer be available.

Additionally, ReelzChannel, channel 161, Lifetime Movie Network, channel 119, and Lifetime Movie Network HD, channel 221, will no longer be available with Business Class TV Digital Basic Plus or Digital Deluxe.

In addition to the appropriate subscription service, a digital receiver or CableCARD-equipped device will be required to view these channels. To receive HD channels, an HD television and HDTV equipment will be required.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Frederick G. Eaton".

Frederick G. Eaton
Government Affairs Manager
Comcast, Michigan Region
41112 Concept Drive
Plymouth, MI 48170



March 12, 2009

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

Dear Ms. Skolarus:

I am writing to advise you of the status of our carriage of the NFL Network, which is one of the channels contained in our Sports Entertainment Package. Comcast's signal carriage agreement with the NFL Network (cable channels 180, 181 and 275) expires shortly. We are currently negotiating with the National Football League to reach a fair agreement for all concerned parties, especially our customers. By law, Comcast is not allowed to continue to carry the station without its owner's permission. If, despite our best efforts, we are unable to reach a reasonable agreement and our right to carry the NFL Network (cable channels 180, 181, 275) ends, Comcast may be required by law to suspend carriage of the signal as early as May 1. Please know that I will keep you informed of the status of the NFL Network, but feel free to call me with any questions.

Also, by letter dated March 10, 2009, I notified you that WUDT-CA (Univision) will be added to Limited Basic channel 98 effective April 10, 2009, with a preview beginning on March 31, 2009. The effective date for this addition has been changed to April 15, 2008. Additionally, Daystar was identified as channel 188 instead of channel 288.

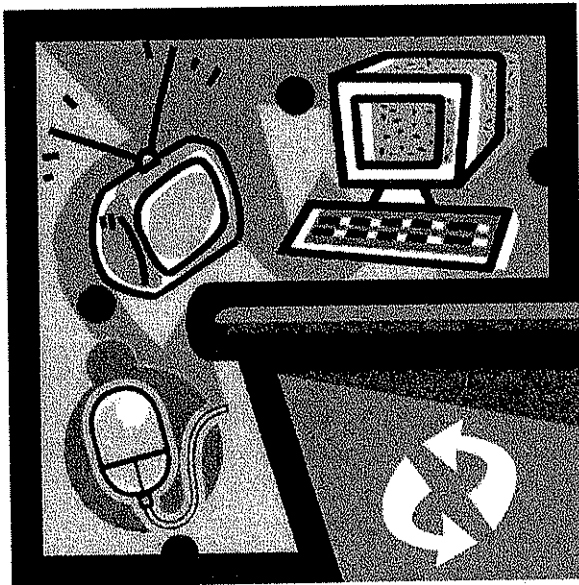
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Government Affairs Manager
Comcast, Michigan Region
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Plymouth, MI 48170

LIVINGSTON COUNTY SOLID WASTE PROGRAM



TV & COMPUTER COLLECTION EVENT

Saturday, May 9th, 2009

9am - 2pm







Livingston County West Complex
204 S. Highlander Way, Howell 48843

Want to recycle your old computers, computer-related items, televisions and cell phones? Here's your chance! The Livingston County Solid Waste Program and Classic Computer Recovery, Inc, are hosting a "Rain or Shine!" one day collection event at the County's West Complex Parking lot. No appointment necessary on this day!

WHO CAN USE THE SERVICE? All Residents and Businesses.

COST TO RESIDENTS : All Accepted Computer Equipment Recycled FREE! [\$15.00 charge for each T.V. and 19" or larger monitors. CASH OR CREDIT CARD ONLY!!!]

WHAT WILL BE ACCEPTED?

-  **PERSONAL COMPUTERS:** PCs, desktops, towers, servers, all in ones (Apple iMac) or notebooks.
-  **COMPUTER MONITORS:** 14", 15", 17", 19", 21" CRT or LCD type
-  **TELEVISIONS**
-  **T.V. RELATED PERIPHERALS,** such as VCR's, DVD's, Satellite Receiver's, and Antennas
-  **CELL PHONES**
-  **COMPUTER PARTS** - printers, circuit boards, scanners, floppies, memory, or anything found in a PC, UPSs, memory and hard drives. Residents concerned about privacy issues should wipe/erase the hard drive prior to the event or remove and destroy by drilling a hole through the drive

Sponsored by:
Livingston County
Drain Commissioner's Office



Livingston County
Solid Waste Program:

www.co.livingston.mi.us/solidwaste

517.545.9609 or send e-mail to:
solidwaste@co.livingston.mi.us

Made possible by the:
Livingston County
Board of Commissioners





JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE

To Board 4/6/09



STEVEN E. CHESTER
DIRECTOR

April 1, 2009

Mr. Glenn Waggoner
6495 Forest Beach Drive
Brighton, Michigan 48116

Dear Mr. Waggoner:

SUBJECT: DEQ Complaint No. 08-47-0031-V
T2N, R5E, Section 26, Livingston County

Thank you for coming in to speak with Tom Kolhoff and myself to discuss your concerns and for your willingness to resolve this situation. With the arrival of spring and lake ice disappearing, removal of the jetty and weirs should soon be feasible. Restoring the site by removing the structures is required as soon as you can reasonably do so or at least by May 31, 2009. Please contact me when this work has been done. Thank you for your cooperation and patience throughout this process.

I spoke with Mrs. Breed and she assured this office that she would not use her power sprayer to spread lake sediments after the jetty is removed. She also put her assurance in writing in a letter to this office dated October 26, 2008. This office did cite Mr. and Mrs. Breed for the violation and she is now aware that any disturbance to the lake would need to be permitted and that power washing in the lake is not even a permissible activity. At this point the violation by the Breeds has been resolved and the file closed, however if there are future violations, please call me.

I understand that the recreational setting that you have provided for the grandchildren is very important to the family's enjoyment of the lake and by removing the structures wind, ice and lake currents will resume the natural migration of drift materials such as decaying leaf litter and muck sediments. It is reasonable to expect your swim beach may become sediment laden over time; however you may maintain the sand area by obtaining a permit for annual beach nourishment. Such permits can be issued for five year periods to allow placement of new sand each year. At the end of our meeting I provided Mrs. Waggoner with an application form, that you can use should you decide you want to add more beach sand to the lake.

Sincerely,

Carol Valor
District Representative
Land and Water Management Division

cc: Livingston County SESC Officer
Genoa Township Clerk

The Heikkinen Law Firm, P.C.

110 North Michigan Avenue
Howell, Michigan 48843

Richard A. Heikkinen
Peter M. Neu, of Counsel

January 28, 2009 (517) 546-1434

John Woodall
Keli Woodall
5615 King Road
Howell, Michigan 48843

Re: Noise Complaint

Dear Mr. & Mrs. Woodall:

The Township has asked me to reply to your letter of January 26, 2009. In order to pursue your neighbors for violation of a Township ordinance we must be prepared to present a case. If the gravamen of your complaint is barking dogs you will have to provide testimony and proof that the noise generated by the dogs exceeds decibel limits described in Ordinance #011203.

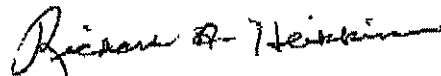
Further, you will have to document the frequency of the barking which exceeds the decibel limitations.

Obviously, since the Township has only one person that is the Ordinance Enforcement Officer you will have to obtain the noise meter from the Township and keep a good record of the frequency of barking noises emanating from your neighbor's property.

You can pick up the meter from Adam VanTassell and he will show you how to operate it. You should use the meter every time you think that the noise is excessively loud. Please record the readings every time you use the meter.

Very truly yours,

THE HEIKKINEN LAW FIRM, P.C.



Richard A. Heikkinen

RAH/nb
cc: Adam VanTassell

GENOA TOWNSHIP

JAN 27 REC'D

RECEIVED

January 26, 2009

Ladies and Gentlemen of Genoa Township

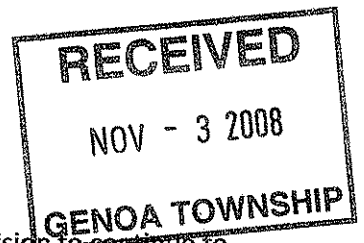
In light of the lack of response from our initial correspondence dated November 1, 2008 we are sending a follow up letter. We have yet to be contacted by anyone from Genoa Township concerning the issue explained in the attached letter. The questions posed in this letter are valid concerns of ours, residents of Genoa Township. If someone could please acknowledge receipt of both this and the previous letter, as well as investigate this complaint, we would greatly appreciate it.

Sincerely,

John and Keli Woodall

5615 King Road

Howell, MI 48843



Ladies and Gentlemen of Genoa Township,

After investigating the relevant legalities, we have concluded that your agency's decision to continue to allow, and issue our neighbor permits to use and expand "structures" for the "use" of maintaining dogs, clearly runs counter to the state law.

Michigan Act 288 of 1967, Land Division Act, states in part: "...to promote the public health, safety, and general welfare..." See also Michigan Act 288 of 1967.

Therefore, according to the mandate of state law, your agency should "interpret" the ordinances relevant to the issuance of permission to operate a dog kennel in a way that will serve to protect "the public health".

According to Municipal Codes found at <http://www.municode.com/> the purpose of the zoning laws/ordinances is to promote "...the public safety, health, convenience, comfort, morals, prosperity and general welfare."

According to the Genoa Township Noise Ordinance #011203 created and issued by your decision makers, a violation of the ordinance includes: "The keeping of any animal, bird or fowl, which emanates frequent or extended noise which shall unreasonably disturb the quiet, comfort or repose of any person in the vicinity; such as allowing or permitting any dog to bark repeatedly in an area where such barking can be clearly heard from nearby residential property."

According to the Genoa Township Dog Ordinance, Section IV, "No person shall harbor or keep any dog which by barking, yelping or howling shall disturb the quiet of the neighborhood or any person."

However, far from protecting the public health, you continue to allow, quite literally, my neighbor to degrade the health and well-being of my family and self, by way of chronic noise that will ring throughout our home and property for as far into the future as anyone can foresee.

This issuance of permission to operate this kennel clearly constitutes the official sanctioning of a health hazard in a residential neighborhood, which undeniably, violates the spirit of both state and local law.

The perils of noise were unknown when present zoning laws were passed. Those dangers are well-established and documented now. I will enclose just a few examples of documentation of the health hazard posed by chronic noise.

Therefore, the township has an ethical duty to change its position, policy, practice and procedure as necessary to remain in compliance with both the letter and the intention of both state and municipal law, which clearly state that public officials and regulators must think first of the public health, and give that priority over considerations related to property rights.

In light of that, we would like for someone in authority to answer all of the following questions.

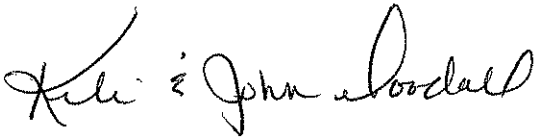
1. Does your agency recognize chronic noise as a pathogen that is known to degrade physical, social and psychological health?

2. Do you acknowledge that the sound of barking dogs being force fed into one's home and property does, indeed, constitute a health hazard?
3. The extent of the noise blasting into our home from the neighbor's kennel is well documented. Is it your intention, nonetheless, to permit the kennels to remain in place and/or be expanded, despite the fact that you now know that they do, indeed, constitute a health hazard?

We look forward to your answers.

As owners ourselves, we understand what is involved in caring for and housing dogs. It is in no way our intention to request the kennel stop operating a business, but rather provide us relief from the constant and intermittent noise issuing from it.

Respectfully submitted,

A handwritten signature in cursive script that reads "Keli & John Woodall". The ink is dark and the signature is fluid and connected.

Keli and John Woodall

5615 King Road

Howell, MI 48843

Cc: Adam Van Tassel, Genoa Township Enforcement Officer, Mike Cox, Michigan Attorney General, Robert Block, Livingston County Board of Commissioners, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen, Genoa Township Board of Trustees

The Symptoms & Side Effects of Force-Feeding Noise into the Domestic Environment

Despite its reputation as a minor irritant, research has shown noise to be a debilitating and potentially lethal toxin. Hence, forcibly projecting noise into someone's living quarters in chronic fashion has the potential to disrupt their autonomic and endocrine functions severely enough to catapult the entire family into a state of frequent agitation and near constant distress, thereby setting in motion a predictable process of physical, mental, and emotional deterioration, accompanied by functional impairment and the severe disruption of interpersonal relationships. This chart delineates that process.

The immediate effect of an externally generated in-home noise inundation:

Increased heart rate	Respiration increases	Blood pressure increases	Shift in hormonal profile	Shift in electrolyte balance	Dry mouth	Goose bumps
Sweating	Pupils of the eye dilate	Changes in blood lipids	Altered blood viscosity	Altered blood flow	Cold hands	Cold feet
Digestion slows dramatically	Stomach upset	Loss of appetite	Transient sexual dysfunction	Tooth grinding	Bracing/muscle tension	Anxiety
Agitation	Irritability	Anger	Aggression	Interpersonal conflict	Discord within the family unit	Self-medicating
Functioning impaired	Physical coordination impaired	Accident rate potentiated	Error rate potentiated	Inability to think clearly	Judgment is impaired	Inability to make decisions

The impact of forcibly projecting noise into the home environment over time:

Autonomic disruption grows constant	Sense of constant tension	Endocrine disruption constant	Constant emotional upset	Emotional lability	Exaggerated startle response	Fear of being startled
Anticipatory anxiety	Uncontrollable rumination	Chronic anger	Chronic strife within the family	Chronic depression	Chronic disorganization due to constant disruption of	Schedule is adjusted so all activities revolve around the noise

BarkingDogs.net

Section One:
Quieting Your Own Dog

This page is the index of **Section Seven:**
the **Harm** section of barkingdogs.net

Section Two:
Personally Silencing Your Neighbor's Dogs

The Deleterious Impact of Exposing People to Noise

Health Deteriorates as Emotional Distress is Fostered and Functioning is Impaired

Section Three:
The Barking Laws and the Courts

This link will take you to the index of a website that features noise-related information **provided by the World Health Organization**. Once there, click on *Adverse health effects of noise*. There you will learn that intrusive sound, like that of a barking dog, constitutes a potent stressor that can result in increased blood pressure, essential hypertension, increased heart rate, ischemic heart disease, headaches, nausea, an altered blood flow, changes in blood viscosity and blood lipids, and shifts in electrolyte balance, along with elevations in gastrointestinal motility. In addition, according to WHO, exposure to noise increases drug use, fosters substance abuse, and promotes anxiety, stress, irritability, depression, aggression, interpersonal conflict, and sexual impotency.

Section Four:
The Cause

Section Five:
The Cure

Section Six:
More Info on Chronic Barking

Understanding Systemic Noise Truama

Written by the Barking Dogs Webmaster, this page will tell you how and why noise injures people and under what circumstance noise trauma occurs. In addition, it contains an explanation of why some people are traumatized by noise while others are not.

Section Eight:
The Noise Activist's Guide

Section Nine:
Barking Dogs YouTube

Poster: The Symptoms & Side Effects of Force-Feeding Noise into the Domestic Environment

This link will take you to the **Noise Exposure Chart** subsection, where, along with an explanatory page, you will find a chart, **created by the Barking Dogs Webmaster**, that lists the symptoms and side effects of chronic noise on those who suffer with it being forcibly projected into their homes, from the immediate impact to the end organ damage that often stems from long-term exposure.

Sec Eleven:
Barking Dogs Yahoo

Sec Twelve:
The Barking Dog News

Debilitation Sets In as Every Aspect of Domestic Life is Degraded
Also **written by the Barking Dogs webmaster**, this page provides an overview of how chronic barking and other intrusive noise impacts the health, happiness, and general functioning of those exposed to it.

Sec Thirteen:
About This Website

Illness and Emotional Distress are Potentiated

Sec Fourteen: **The United States Environmental Protection Agency** Office of Noise Abatement and Control published this article that cites noise as a significant contributing factor to heart and circulatory disease, as well as possibly serving to impair immune function. It goes on to discuss the psychological impact of chronic noise, including an examination of the process by which annoyance over noise can result in extreme emotional responses accompanied by equally extreme behavior.

[Link to Us!](#)

[New Animal Control.Org](#)

[Barkingdogs.net Home Page](#)

Health and Well-Being Are Imperiled

By studying the impact that chronic noise has on people in hospitals, researchers from **Johns Hopkins University** have drawn some important conclusions that can be extrapolated to those subjected to the noise of chronic barking. The Johns Hopkins team concluded that, among hospital patients exposed to varying degrees of noise, that the extent to which the people suffered rose and fell right along with the noise level, as did their blood pressure. They also found that noise contributes to errors, interferes with healing and recovery, and has the potential to trigger Inflammatory responses. However, that should come as no surprise since European studies, also cited in the article, found that exposure to high noise levels increases the risk of heart attack by 50% for men and by 75% for women.

Heart Attack Risk is Significantly Increased

Researchers from **the Institute for Social Medicine** conducted a research study that demonstrated a clear, mild-to-moderate link between exposure to chronic noise and your likelihood of experiencing a heart attack. Remarkably, the research team found evidence to show that, even if noise does not annoy you, it may still be hurting you.

Sleep is Disrupted, Possibly Leading to Severe Physical as Well as Emotional Impairment

The British Journal of Occupational and Environmental Medicine published research with implications for everyone kept awake by noise. Their study clearly indicates that by allowing your barking dog to interrupt your neighbor's sleep, you may be impacting his judgment, impairing his coordination, slowing his reaction time, and dramatically increasing the chances that he will meet death or injury on the highway. Moreover, **the British Medical Association** has warned that, by allowing your barking dog to disrupt your neighbor's sleep, or by disrupting his sleep through any means for that matter, you are also greatly increasing the chances that his days will be marred by psychological suffering as he is overtaken by acute stress, anxiety, and depression.

Stress Develops, Further Imperiling Health

Researchers from **Sydney's Garvan Institute** published a study in *the Journal of Experimental Medicine* showing that stress often results in the release of a hormone called neuropeptide Y (NPY). NPY serves to prevent the human immune system from functioning properly, which can result in colds, flu, and even cancer. We know from other empirical research cited on this page that noise creates stress. Now we know that stress fosters illness. Thus, all doubt has been removed. Prolonged exposure to noise, like that of a barking dog, can make you very sick.

Violence and Rancor are Frequently Generated

One of the most pernicious side effects of exposing people to chronic barking is the rancor and violence that so frequently follow. In an effort to demonstrate that phenomena, we have created this link which will take you to *the Barking Dog News*, where you will find stories of violent posturing, murder and mayhem that resulted when unworkable "anti-barking" laws forced people to square off with their neighbors - and try to settle it themselves.

The Health Effects of Environmental Noise - Other than Hearing Loss
Published by the Australian government, this 2004 document shows that the folks Down Under have come to understand the health risks that our ever present acoustic blight now poses to modern man.

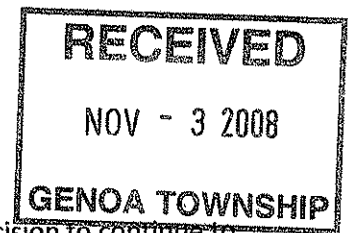
**This page is the index of Section Seven:
the Harm section of [barkingdogs.net](http://www.barkingdogs.net)**

Written by [Craig Mixon, Ed.D.](#),

Spanish translation - [Traducción al español](#)

Email us at quiet@barkingdogs.net

This website and all its content, except where otherwise noted, are © (copyright) Craig Mixon, Ed.D., 2003-2008.



Ladies and Gentlemen of Genoa Township,

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Respectfully submitted,

A handwritten signature in cursive script that reads "Keli & John Woodall".

Keli and John Woodall

5615 King Road

Howell, MI 48843

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Anticipatory anxiety	Uncontrollable rumination	Chronic anger	Chronic strife within the family	Chronic depression	Chronic disorganization due to constant disruption of scheduled activities	Schedule is adjusted so all activities revolve around the noise source
Noisy rooms of home abandoned	Uncontrollable rage	Increased risk of violence	Affectionate exchanges cease	Chronic sexual dysfunction	Social relationships abandoned	Social activities abandoned

BarkingDogs.net

Section One:
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The Cause

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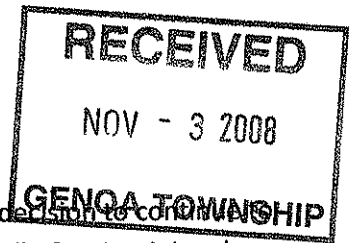
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Written by [Craig Mixon](#), Ed.D.,

[Spanish translation - Traducción al español](#)

Email us at quiet@barkingdogs.net

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Ladies and Gentlemen of Genoa Township,

After investigating the relevant legalities, we have concluded that your agency's decision to continue to allow, and issue our neighbor permits to use and expand "structures" for the "use" of maintaining dogs, clearly runs counter to the state law.

Michigan Act 288 of 1967, Land Division Act, states in part: "...to promote the public health, safety, and general welfare..." See also Michigan Act 288 of 1967.

Therefore, according to the mandate of state law, your agency should "interpret" the ordinances relevant to the issuance of permission to operate a dog kennel in a way that will serve to protect "the public health".

According to Municipal Codes found at <http://www.municode.com/> the purpose of the zoning laws/ordinances is to promote "...the public safety, health, convenience, comfort, morals, prosperity and general welfare."

According to the Genoa Township Noise Ordinance #011203 created and issued by your decision makers, a violation of the ordinance includes: "The keeping of any animal, bird or fowl, which emanates frequent or extended noise which shall unreasonably disturb the quiet, comfort or repose of any person in the vicinity; such as allowing or permitting any dog to bark repeatedly in an area where such barking can be clearly heard from nearby residential property."

According to the Genoa Township Dog Ordinance, Section IV, "No person shall harbor or keep any dog which by barking, yelping or howling shall disturb the quiet of the neighborhood or any person."

However, far from protecting the public health, you continue to allow, quite literally, my neighbor to degrade the health and well-being of my family and self, by way of chronic noise that will ring throughout our home and property for as far into the future as anyone can foresee.

This issuance of permission to operate this kennel clearly constitutes the official sanctioning of a health hazard in a residential neighborhood, which undeniably, violates the spirit of both state and local law.

The perils of noise were unknown when present zoning laws were passed. Those dangers are well-established and documented now. I will enclose just a few examples of documentation of the health hazard posed by chronic noise.

Therefore, the township has an ethical duty to change its position, policy, practice and procedure as necessary to remain in compliance with both the letter and the intention of both state and municipal law, which clearly state that public officials and regulators must think first of the public health, and give that priority over considerations related to property rights.

In light of that, we would like for someone in authority to answer all of the following questions.


1. Does your agency recognize chronic noise as a pathogen that is known to degrade physical, social and psychological health?

2. Do you acknowledge that the sound of barking dogs being force fed into one's home and property does, indeed, constitute a health hazard?
3. The extent of the noise blasting into our home from the neighbor's kennel is well documented. Is it your intention, nonetheless, to permit the kennels to remain in place and/or be expanded, despite the fact that you now know that they do, indeed, constitute a health hazard?

We look forward to your answers.

As owners ourselves, we understand what is involved in caring for and housing dogs. It is in no way our intention to request the kennel stop operating a business, but rather provide us relief from the constant and intermittent noise issuing from it.

Respectfully submitted,



Keli and John Woodall

5615 King Road

Howell, MI 48843

Cc: Adam Van Tassel, Genoa Township Enforcement Officer, Mike Cox, Michigan Attorney General, Robert Block, Livingston County Board of Commissioners, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen, Genoa Township Board of Trustees

The Symptoms & Side Effects of Force-Feeding Noise into the Domestic Environment

Despite its reputation as a minor irritant, research has shown noise to be a debilitating and potentially lethal toxin. Hence, forcibly projecting noise into someone's living quarters in chronic fashion has the potential to disrupt their autonomic and endocrine functions severely enough to catapult the entire family into a state of frequent agitation and near constant distress, thereby setting in motion a predictable process of physical, mental, and emotional deterioration, accompanied by functional impairment and the severe disruption of interpersonal relationships. This chart delineates that process.

The immediate effect of an externally generated in-home noise inundation:

Increased heart rate	Respiration increases	Blood pressure increases	Shift in hormonal profile	Shift in electrolyte balance	Dry mouth	Goose bumps
Sweating	Pupils of the eye dilate	Changes in blood lipids	Altered blood viscosity	Altered blood flow	Cold hands	Cold feet
Digestion slows dramatically	Stomach upset	Loss of appetite	Transient sexual dysfunction	Tooth grinding	Bracing/muscle tension	Anxiety
Agitation	Irritability	Anger	Aggression	Interpersonal conflict	Discord within the family unit	Self-medicating
Functioning impaired	Physical coordination impaired	Accident rate potentiated	Error rate potentiated	Inability to think clearly	Judgment is impaired	Inability to make decisions

The impact of forcibly projecting noise into the home environment over time

Autonomic disruption	Sense of	Endocrine	Constant	Emotional lability	Exaggerated	Fear of being
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BarkingDogs.net

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[Quieting Your Own Dog](#)

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Section Two:
[Personally Silencing Your Neighbor's Dogs](#)

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