

**GENOA CHARTER TOWNSHIP
TOWNSHIP PARK PAVILION RIBBON CUTTING CEREMONY
6:00 P.M.**

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

AGENDA

Call to order:

Approval of Agenda:

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

Adjournment

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
JUNE 7th, 2010
6:30 p.m.**

AGENDA

Call to Order:

Pledge of Allegiance:

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 5-17-10
3. Consideration of request from the Election Committee to approve the Election Officers and salaries for the August primary.
4. Consideration of a request for a fireworks display on Lake Chemung that is requested by Curt Price.
5. Request for approval of a contract with the Livingston County Road Commission for an asphalt overlay on Bendix Road.

Approval of Regular Agenda:

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

Correspondence

Member Discussion

Adjournment

Date: June 1, 2010

To: Election Commission

From: Polly Skolarus, Township Clerk

Please recommend to the Township Board the following salaries for all persons working the August Primary and November General Election. These salaries have not changed from what was previously approved.

- Election Commission (review of ballots) will be paid the per diem of \$90.00, because that meeting will be held in conjunction with the regular meeting of the board.
- 40 - Poll Workers will be paid \$180.00 per diem.
- 23 - Co-Chairmen will be paid \$225.00 per diem. Co-Chairmen, in addition to other responsibilities, are expected to return to the township hall for the final tally of votes cast and a review of all documents.
- Election officials working the precincts or absent voter counting board after 10:00 p.m. will be paid an additional \$10.00 per hour, with a minimum of 60 additional minutes worked.
- Staff working the election will be paid at their regular rate, plus time and a half over 8 hours.
- The setup of the precinct is paid @ \$11.50 per hour plus mileage for any person assisting Adam.
- Additional part time/temporary help is paid at \$11.50 per hour for the processing of absent voter ballots.
- Poll workers attending mandated instructional classes will be paid \$25.00 for attending the class.

Election/salaries

GENOA TOWNSHIP ELECTION OFFICIALS

August 3, 2010 (Primary Election)

Polly Skolarus (Clerk) & Susan Sitner (Deputy Clerk)

810-227-5225

06/01/2010

Pct. 1 Cleary University- 1057

Judi Ross, Co-Chair- R
Joyce Matevia, Co- Chair- D
Toni Rynicke – D
Margaret Whithorn – R
Kenneth Frasheski – D

Pct. 9 Cleary University- 2125

Ann Brennan, Co-Chair- R
Gerald Matevia, Co-Chair –D
Deborah Brennan – R
Cheryl Fracheski – D
Marie St. Germaine - R
Maurice St. Germaine - R

Pct. 2 Three Fires School – 896

Eva Swihart, Co-Chair – R
Mary Burgner, Co-Chair - D
Mary Scheloske - D
Diana Beach - R
Don Baughn - D

Pct. 10 Three Fires School – 1267

Edith Salyer, Co- Chair –D
Bill Swihart, Co-Chair – R
John Vetraino – R
Moshoula Yaksich- R
Karen Brender – R

Pct. 3 Community Bible – 1683

Kristen Sapienza, Co- Chair – D
Betty Hogle, Co-Chair – R
Joni Risto – R
Clementine Billel – R
Steve Lizak – R

Pct. 11 Community Bible – 640

P.J. Sapienza, Co-Chair – D
Don Binder, Co-Chair – R
Jean Lizak - R
Lou Doucette - R
John Saunders – R

Pct. 5 Chilson Hills – 1576

Janet Adamski, Co- Chair –D
Karen Witek, Co- Chair – R
Mary Conricode - R
Marie Guerriero – R
Barbara Lewis – R
Janine Yanick-Warner – R

Pct. 12 Chilson Hills –125

Shawn Collins – Chairman - D
Paul Sebastian – R
Theodore Hysen - D

Pct. 4 Church of the Nazarene – 1309

Diane Goodall, Co – Chair –R
Mary Lynn Bodalski, Co-Chair - R
Shelagh Davis - D
Carolyn Mahalak – R
David Keramidas - R
Virginia Wennenburger - R

Pct. 7 Hornung Elementary – 828

Richard Bodalski, Co-Chair –R
Donna Nelson, Co-Chair –R
Tom Kolinski – R
Bob Assenemacher – R
Janet Laduke – R

Pct. 6 Church of the Nazarene – 2032

Victor Watson, Co-Chair – R
Cecelia McClure – Co-Chair – R
Carol McGrath - D
Arnie Messing – D
Connie Jones - D
Erika Flammersfeld – R

Pct. 8 Hornung Elementary – 1240

Diane Assenmacher, Co-Chair - R
Barb Ross, Co-chair - D
Ann Jackson - R
Glenn Nelson – R
Jack Laduke – R
Miriam Kolinski – R

(Note: Alternates may be added as necessary.)

Elections/officials November General

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: June 7, 2010

TOWNSHIP GENERAL EXPENSES: Thru June 7, 2010	\$70,683.97
May 28, 2010 Bi-Weekly Payroll	\$37,105.14
June 1, 2010 Monthly Payroll	\$10,997.86
OPERATING EXPENSES: Thru June 7, 2010	\$53,894.63
TOTAL:	<u>\$172,681.60</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26189	Administ	Total Administrative Services	06/01/2010	125.00
26190	Equitabl	Equivest Unit Annuity Lock Box	06/01/2010	20.00
26191	StMiSac	State of Michigan-SAC	06/01/2010	329.85
26192	ADT	ADT Security Services, Inc.	05/19/2010	366.32
26193	AT&TLONG	AT&T Long Distance	05/19/2010	57.31
26194	ATT& IL	AT&T	05/19/2010	658.67
26195	Aviv	Aviva Life and Annuity Co.	05/19/2010	745.00
26196	BLUE CRO	Blue Cross & Blue Shield Of Mi	05/19/2010	11,609.96
26197	CARDM	Chase Card Services	05/19/2010	85.00
26199	EHIM	EHIM, INC	05/19/2010	3,706.76
26200	FED EXPR	Federal Express Corp	05/19/2010	51.79
26202	Lincoln	Lincoln National Life Ins Co.	05/19/2010	1,194.69
26203	LINDHOUT	Lindhout Associates Architects	05/19/2010	112.50
26204	Net serv	Network Services Group, L.L.C.	05/19/2010	45.00
26205	TERZO	Terzo & Bologna Inc.	05/19/2010	11,000.00
26206	VERIZONW	Verizon Wireless	05/19/2010	163.90
26207	DYKEMA	Dykema Gossett PLLC	05/19/2010	3,435.10
26208	LOWES	Lowe's	05/21/2010	219.95
26209	Sherwin	Sherwin Williams	05/21/2010	264.26
26210	Administ	Total Administrative Services	05/28/2010	596.12
26211	Equitabl	Equivest Unit Annuity Lock Box	05/28/2010	480.00
26212	SOM-TRE	State Of Mich- Dept Of Treasur	05/24/2010	3,435.33
26213	ARCHINAL	Michael Archinal	06/01/2010	500.00
26214	HUMPHT	Tesha Humphriss	06/01/2010	500.00
26215	HUNTR	ROBIN HUNT	06/01/2010	41.36
26216	LC REG D	Livingston County Register Of	06/01/2010	119.00
26217	SHELL	Shell	06/01/2010	712.63
26218	Sitnar	Susan Sitner	06/01/2010	20.20
26219	SKOLAR P	Paulette Skolarus	06/01/2010	83.00
26220	VERIZONW	Verizon Wireless	06/01/2010	292.80
26221	COMCAST	COMCAST	06/07/2010	94.04
26222	CONTINEN	Continental Linen Service	06/07/2010	75.21
26223	DEL BUS	Deluxe Business Forms	06/07/2010	188.50
26224	DTE EN	DTE Energy	06/07/2010	192.89
26225	EHIM	EHIM, INC	06/07/2010	930.81
26226	GENOA TW	Genoa Township	06/07/2010	357.46
26227	LANGWORIT	Langworthy Strader Leblanc	06/07/2010	993.10
26228	Lehto	Neil J. Lehto	06/07/2010	500.00
26229	Mancuso	Mancuso & Cameron	06/07/2010	4,831.00
26230	Waste M	Waste Management of Michigan	06/07/2010	600.00
26231	WASTE MA	Waste Management	06/07/2010	780.00
26232	MASTER M	Master Media Supply	06/07/2010	508.63
26233	MI CHLOR	Michigan Chloride Sales LLC	06/07/2010	6,290.90
26234	MI TW AS	Michigan Township Assoc	06/07/2010	6,089.00
26235	PFEFFER	Pfeffer, Hanniford, Palka	06/07/2010	1,750.00
26236	PRINTING	PRINTING SYSTEMS	06/07/2010	166.48
26237	SPRINGBR	Springbrook Software	06/07/2010	5,146.82
26238	TRI COUN	Tri County Cleaning Supply Inc	06/07/2010	128.20
26239	WALMART	Walmart Community	06/07/2010	89.43

Report Total: 70,683.97

Accounts Payable
Computer Check Register



User: diane

Printed: 05/21/2010 - 12:14

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26210	Administ	Total Administrative Services	05/28/2010		596.12
			Check 26210 Total:		596.12
9911	AETNA LI	Aetna Life Insurance & Annuity	05/28/2010		25.00
			Check 9911 Total:		25.00
9912	EFT-FED	EFT- Federal Payroll Tax	05/28/2010		3,969.94 2,186.31 2,186.31 511.32 511.32
			Check 9912 Total:		9,365.20
9913	EFT-PENS	EFT- Payroll Pens Ln Pyts	05/28/2010		427.94
			Check 9913 Total:		427.94
26211	Equitabl	Equivest Unit Annuity Lock Box	05/28/2010		480.00
			Check 26211 Total:		480.00
9914	FIRST NA	First National Bank	05/28/2010		300.00 2,667.18 23,243.70

Check 9914 Total:

26,210.88

Report Total:

37,105.14

**First National
Direct Deposit
MAY 28, 2010
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,059.22
Amy Ruthig		\$1,033.37
Angela Williams		\$740.36
Carol Hanus		\$1,349.42
Caleb Klebig		\$724.85
Dave Estrada		\$1,070.97
Debbie Hagen		\$558.52
Deborah Rojewski		\$2,354.04
Diane Zerby		\$596.91
Genoa Township	\$26,210.88	
Greg Tatara		\$2,437.10
Judith Smith		\$1,155.68
Karen J. Saari		\$946.39
Kelly VanMarter		\$2,073.81
Laura Mroczka		\$1,635.37
Michael Archinal		\$2,745.73
Renee Gray		\$953.99
Robin Hunt		\$1,245.04
Susan Sitner		\$589.23
Tammy Lindberg		\$958.83
Tesda Humphriss		\$1,982.05
Total Deposit		\$26,210.88

Accounts Payable
Computer Check Register



User: diane

Printed: 05/19/2010 - 11:34

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26189	Administ	Total Administrative Services	06/01/2010		125.00
			Check 26189 Total:		125.00
9908	EFT-FED	EFT- Federal Payroll Tax	06/01/2010		1,655.34 665.57 665.57 155.67 155.67
			Check 9908 Total:		3,297.82
9909	EFT-PENS	EFT- Payroll Pens Ln Pyts	06/01/2010		384.79
			Check 9909 Total:		384.79
26190	Equitabl	Equivest Unit Annuity Lock Box	06/01/2010		20.00
			Check 26190 Total:		20.00
9910	FIRST NA	First National Bank	06/01/2010		6,790.40 50.00
			Check 9910 Total:		6,840.40
26191	StMiSac	State of Michigan-SAC	06/01/2010		329.85

Check 26191 Total:

329.85

Report Total:

10,997.86

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

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$6,840.40	
Adam Van Tassel		\$522.73
Gary McCririe		\$2,178.11
H.J. Mortensen		\$415.57
Jean Ledford		\$468.25
Paulette Skolarus		\$2,938.94
Steve Wildman		\$316.80
Total Deposit		<u><u>\$6,840.40</u></u>

10:53 AM
06/02/10

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
May 12 through June 1, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	05/13/2010	1769	Thomas Fales	overpayment of final bill - 4371 St. Andrews	-82.87
Check	05/13/2010	1770	US Postal Service	Oak Pointe Quarterly bills - Feb - April 2010	-278.08
Check	05/20/2010	1771	AT & T	April 8 - May 7, 2010	-369.67
Check	05/20/2010	1772	ALEXANDER CHEMICAL CORPORATION	Inv #'s 0433128, 0433122 & CM 0433123	-3,034.00
Check	05/20/2010	1773	BRIGHTON ANALYTICAL	Inv #'s 0510-67634 & 0510-67644	-134.00
Check	05/20/2010	1774	Fillion Construction Inc.	Inv # 356	-175.00
Check	05/20/2010	1775	FONSON, INC.	Inv 8907	-861.00
Check	05/20/2010	1776	MICHIGAN CAT	Inv SD570458583	-550.00
Check	05/20/2010	1777	SEVERN TRENT ENVIRONMENTAL SERVIC	Inv #'s STES 2046839 & STES 2046841	-30,194.96
Check	06/01/2010	1778	AT & T	April 8 - May 7, 2010	-201.50
Check	06/01/2010	1779	Pfeffer, Hanniford & Palka	Inv 17990	-1,250.00
TOTAL					-37,131.08

10:54 AM
06/02/10

#592 OAK POINTE W/S FUND
Capital Improvement
Payment of Bills
May 12 through June 1, 2010

Type Date Num Name Memo Amount

no checks issued

11:02 AM
06/02/10

#595 PINE CREEK W/S FUND
Payment of Bills
May 12 through June 1, 2010

Type Date Num Name Memo Amount

no checks issued

11:21 AM
06/02/10

#504 DPW RESERVE FUND
Payment of Bills
May 12 through June 1, 2010

Type Date Num Name Memo Amount

no checks issued

11:19 AM
06/02/10

#503 DPW UTILITY FUND
Payment of Bills
May 12 through June 1, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	05/13/2010	1450	Carol Hanus	Toll free #, internet service, postage	-160.81
Check	05/13/2010	1451	Wells Fargo Financial Leasing	Lease charge - Lanier digital copier	-313.02
Check	05/20/2010	1452	LOWE'S	April 2010 statement - ACCT 99006416418	-985.24
Check	06/01/2010	1453	DELUXE BUSINESS PRODUCTS	Checks for DPW	-190.78
Check	06/01/2010	1454	Pfeffer-Hanniford-Palka	Inv 17991	-2,000.00
Check	06/01/2010	1455	Verizon Wireless		-287.41
TOTAL					-3,937.26

10:56 AM
06/02/10

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
May 12 through June 1, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	05/20/2010	1738	AT&T	April 18 - May 7, 2010	-245.74
Check	05/20/2010	1739	Consumers Energy	Service from 4/6 - 5/5/10	-101.50
Check	05/20/2010	1740	FONSON, INC.	Inv 8906	-1,503.03
Check	05/20/2010	1741	Hamlett Environmental Technologies	Inv dated May 3, 2010	-9,842.00
Check	06/01/2010	1742	AT&T	April 14 - May 13, 2010	-43.25
Check	06/01/2010	1743	Pfeffer, Hanniford & Palka	Inv 17990	-900.00
Check	06/01/2010	1744	Deluxe for Business		-190.77
TOTAL					-12,826.29

GENOA CHARTER TOWNSHIP
Regular Meeting
May 17, 2010
6:30 p.m.

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were Township Manager Michael Archinal and no persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Hunt, supported by Wildman, to approve all items listed under the Consent Agenda. The motion carried unanimously.

1. Payment of Bills

2. Request to approve minutes: 5-3-10

3. Request for Assessor to receive approval for use of vacation in excess of 10 consecutive days.

4. Request for approval to purchase 7 new laptops as recommended by the Administrative Committee.

Approval of Regular Agenda:

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

5. Request for approval of an ordinance to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code.

Moved by Skolarus, supported by Smith, to table the request until the next regular meeting of the board.

McCririe advised the board that he had met with SELCRA and Howell Parks and Recreation to discuss a merger of the recreation authorities in an effort to streamline services and combine operations to achieve real cost savings and eliminate a duplication of services.

Genoa Charter Township – Regular Meeting – May 17, 2010

Moved by Smith, supported by Ledford, to approve Resolution 100517 asking that the two recreation authorities continue to seek improvement to their roles in providing recreation. The motion carried unanimously.

The Brighton Fire Authority will have a controlled burn on the property located at the corner of Challis and Bauer. Residents will be notified by mail of the dates of the operation. Archinal will ask the fire authority to formally notify residents.

The regular meeting of the board was adjourned at 7:10 p.m.

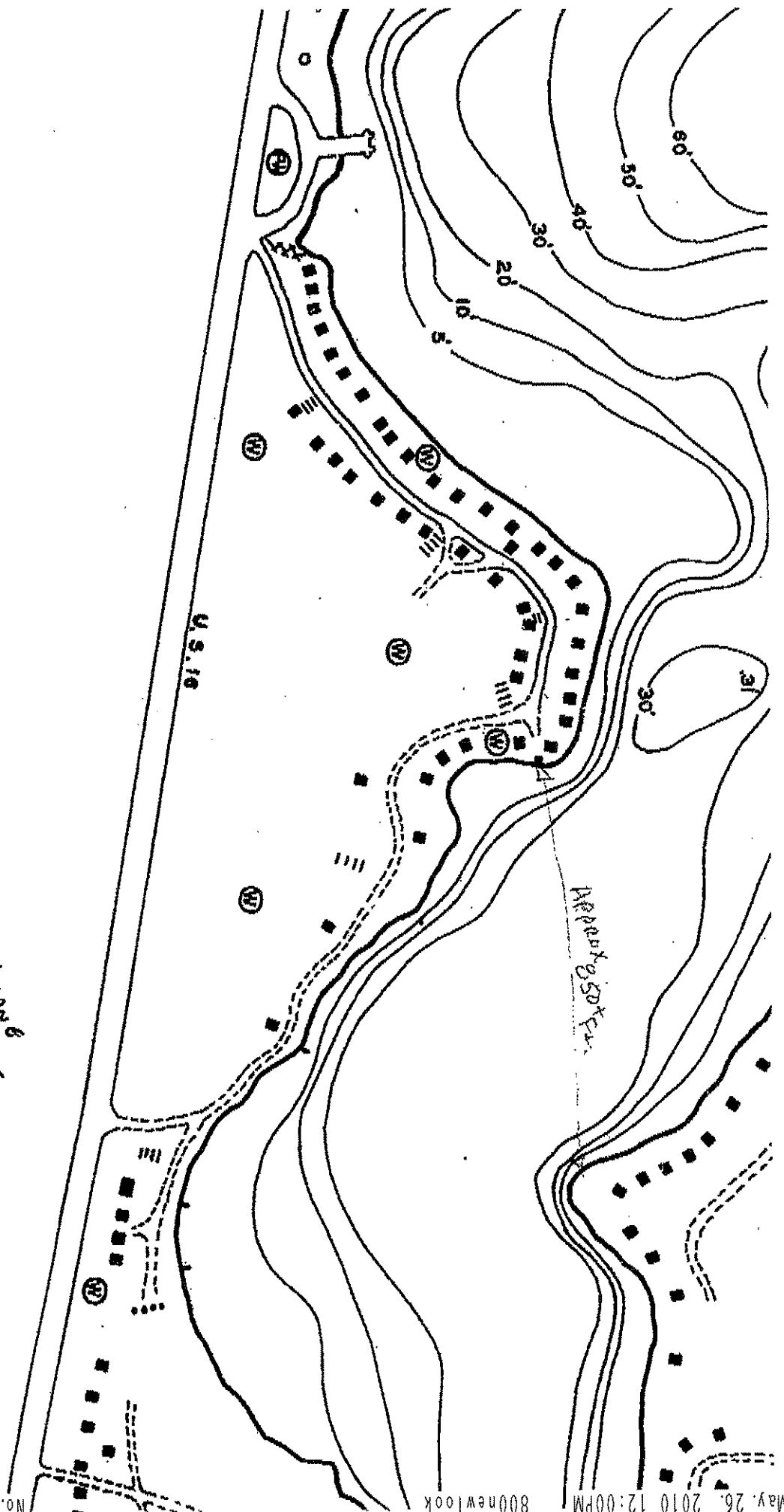


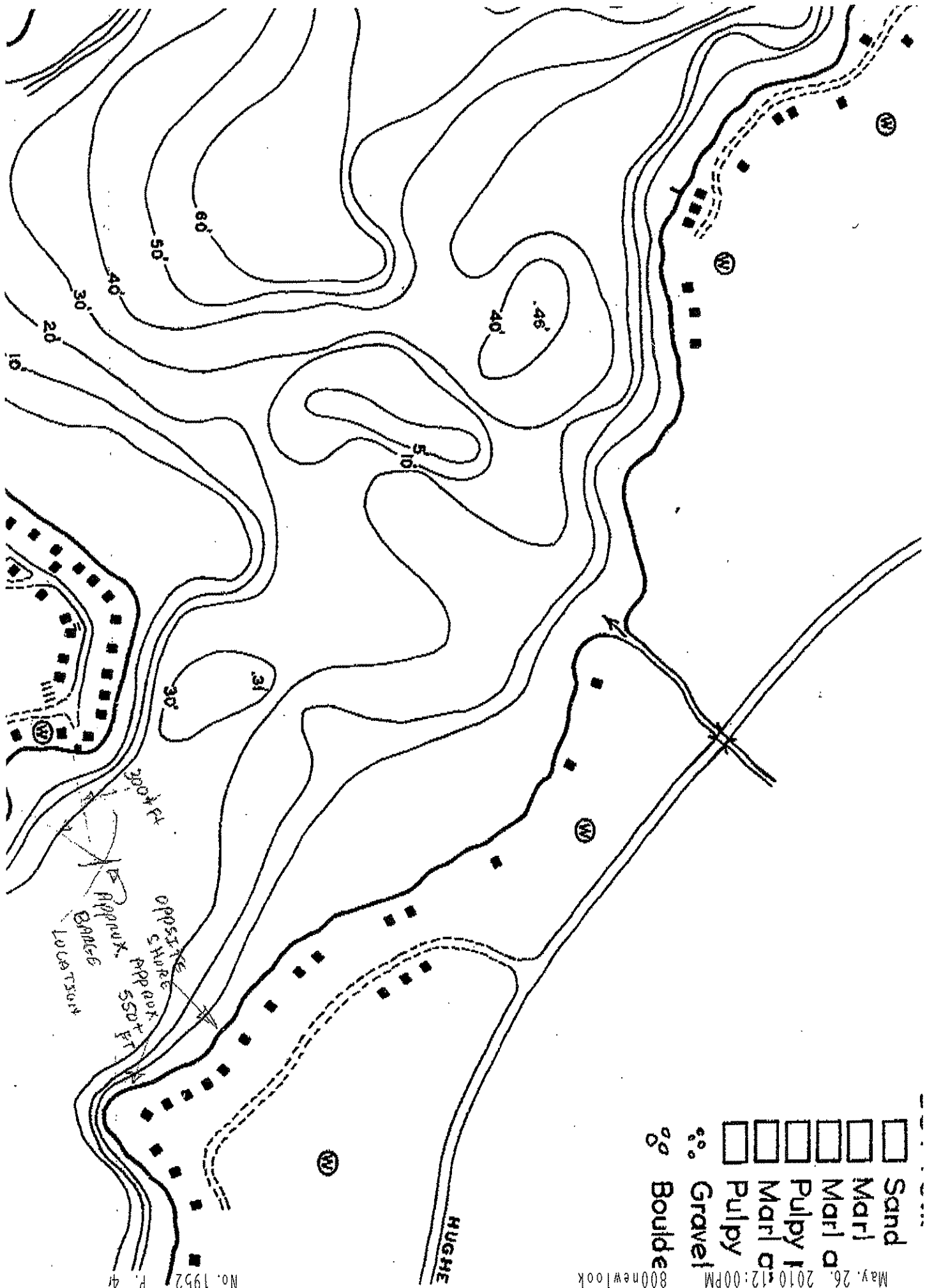
Paulette A. Skolarus
Genoa Township Clerk

(Press-argus05/21/2010)



Approx. Distance
 Shore to Shore
 From 5393 to 5000





- Sand
- Marl
- Marl
- Pulp
- Marl
- Pulp
- Gravel
- Boulder

May. 26, 2010 12:00PM
800newlook

No. 1952 P. 4

Certificate of Insurance

754467

Issue Date: 05/24/2010

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

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

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London

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

INSURER B:

INSURER C:

INSURER D:

COVERAGES

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

CO LYR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS										
A	GENERAL LIABILITY CLAIMS MADE	1223943118/035	November 08, 2005	November 08, 2010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>MEDICAL EXP (any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>FIRE LEGAL LIABILITY</td><td style="text-align: right;">\$50,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS-COMP/DPS AGG</td><td style="text-align: right;">\$1,000,000</td></tr> </table>	EACH ACCIDENT	\$1,000,000	MEDICAL EXP (any one person)	\$5,000	FIRE LEGAL LIABILITY	\$50,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMP/DPS AGG	\$1,000,000
EACH ACCIDENT	\$1,000,000														
MEDICAL EXP (any one person)	\$5,000														
FIRE LEGAL LIABILITY	\$50,000														
GENERAL AGGREGATE	\$2,000,000														
PRODUCTS-COMP/DPS AGG	\$1,000,000														
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per person)</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per person)	\$		
COMBINED SINGLE LIMIT (Ea accident)	\$														
BODILY INJURY (Per person)	\$														
BODILY INJURY (Per accident)	\$														
PROPERTY DAMAGE (Per person)	\$														
	EXCESS LIABILITY FOLLOWING FORM				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	EACH ACCIDENT	\$	AGGREGATE	\$						
EACH ACCIDENT	\$														
AGGREGATE	\$														
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>TWO STATU- OTHER TORY LIMITS</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	TWO STATU- OTHER TORY LIMITS	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYER	\$	E.L. DISEASE-POLICY LIMIT	\$		
TWO STATU- OTHER TORY LIMITS	\$														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE-EA EMPLOYER	\$														
E.L. DISEASE-POLICY LIMIT	\$														
	OTHER														

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Kurt Price as property owner; Township of Genoa and Livingston County, MI are Additional Insured as respects the July 4, 2010 (FD: July 5, 2010) Fireworks Display at 5393 Wildwood Drive, Howell, MI

CERTIFICATE HOLDER
 Kurt Price
 5393 Wildwood Drive
 Howell, MI 49305

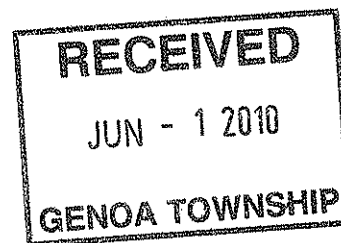
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL, 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND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

Paul Henderson

AUTHORIZED REPRESENTATIVE

Livingston County Road Commission

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



June 1, 2010

MEMORANDUM TO: Genoa Charter Township Board of Trustees

FROM: Michael Craine, Managing Director *MC for*

SUBJECT: Project Funding Agreement

The following Project Funding Agreement has been prepared for your review and approval. Once approved, please have both copies signed by the Supervisor and Clerk and returned to our office marked for the attention of Jeannie Heier, Administrative Assistant. PLEASE DO NOT DATE THE DOCUMENT(S). After submittal to the Board of County Road Commissioners for their approval, a fully executed copy will be returned to you for your files.

BENDIX ROAD
(GRAND RIVER TO HACKER ROAD)

HMA OVERLAY,
ALTOGETHER WITH THE NECESSARY RELATED WORK

MC/jlh

Enc

Cc (w/o contracts)
Paulette Skolarus, Clerk, Genoa Township
Jodie Tedesco, County Highway Engineer, LCRC

PROJECT FUNDING AGREEMENT

JOB NUMBER: _____

This Agreement made and entered into this _____ day of _____, 2010, by and between the TOWNSHIP of Genoa, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

WITNESSETH

The Township has selected the following road to be improved as described below:

**BENDIX ROAD
(GRAND RIVER TO HACKER ROAD)**

**HMA OVERLAY,
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Road Commission shall hire contractors to perform the work, which cost is estimated at \$50,000. The Township shall pay the Road Commission its portion of the cost of the project as follows: \$25,000.
 - A. This contract shall not exceed One Hundred Ten Percent (110%) of Genoa Township's portion of the project cost without prior consultation with the Township.
 - B. The balance shall be paid as invoiced. If an invoice is not paid within 45 days of billing, the Township will pay ten per cent (10%) annual interest on that billed but unpaid.
 - C. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project. It is the intention of the parties that one hundred per cent (100%) of the Road Commission's direct contract costs will be paid by the Township, less the Road Commission's contribution as set forth in paragraph 2 below.
 - D. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. The Road Commission will contribute fifty percent (50%) of the direct cost of the primary road project, up to one hundred thousand dollars (\$100,000). The balance of the direct costs of the project shall be the responsibility of the township, subject to the limitations contained in paragraph 1 above.
3. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
4. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.

5. The work will be completed within the current contract year, unless the parties otherwise so agree. In the event the Road Commission is unable to complete the work by the time specified, any funds prepaid by the Township shall be returned to it, or the Road Commission shall pay ten per cent (10%) annual interest on the funds retained. All funds returned to the Township shall be repaid to the Road Commission as invoiced.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

TOWNSHIP OF GENOA

BY: _____
GARY McCRIE, SUPERVISOR

PAULETTE SKOLARUS, CLERK

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON**

BY: _____
MICHAEL CRAINE, MANAGING DIRECTOR

MARGARET COSGRAY, CLERK

To Bl 6/7/10
Correspondence

JOHNSON ROSATI

LABARGE, ASELTINE & FIELD, P.C.

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 / Fax: 248.489.1726
www.johnsonrosati.com

Marcelyn A. Stepanski
mstepanski@jrlaf.com

May 17, 2010

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

PERSONAL AND CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE

Status Report

RE: Beauchamp v. Genoa Township
MMRMA Occurrence No. 2008-38305-002 GPDZ
MMRMA Claim No. 140970
Date of Loss: 6/19/2008

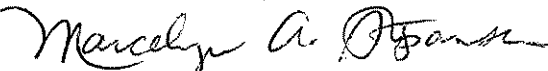
Dear Ms. Skolarus:

Kindly consider this a status report on the above-referenced matter. As you may recall, we appealed Judge Reader's denial of summary disposition in this case. We intended to argue in part that Plaintiffs' inverse condemnation claim was really a tort claim for which the Township was entitled to governmental immunity. However, during the pendency of the appeal, the parties engaged in settlement negotiations which culminated in the resolution of this case. We obtained three stays from the Court of Appeals to accommodate those negotiations and ultimately stipulated to dismiss the appeal after the Consent Judgment was entered in the circuit court. Enclosed, please find a copy of the Court of Appeals' Order dismissing the appeal pursuant to that stipulation.

Tim Wilhelm from our office will be forwarding a Closing Report with additional information regarding the resolution of this matter. If you have any questions or comments regarding the appeal in this case, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,

JOHNSON, ROSATI, LABARGE,
ASELTINE & FIELD, P.C.



Marcelyn A. Stepanski

MAS/mbm
Enclosure

cc: Michael Archinal, Township Manager
Gary McCririe, Township Supervisor
Rick Heikkinen, Township Attorney
Louise Duchesneau, MMRMA Claims

Court of Appeals, State of Michigan

ORDER

JOHN BEAUCHAMP V GENOA TOWNSHIP

Docket # 294193

L. C. # 08-023806 CZ

A stipulation agreeing to the dismissal of the appeal has been filed. By action of the Chief Clerk under the authority of MCR 7.218, this appeal is DISMISSED.



A true copy entered and certified by Sandra Schultz Mengel, Chief Clerk, on

MAY 13 2010

Date

Sandra Schultz Mengel
Chief Clerk

JOHNSON ROSATI

LABARGE, ASELTYN & FIELD, P.C.

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 / Fax: 248.489.1726
www.johnsonrosati.com

Marcelyn A. Stepanski
mstepanski@jrlaf.com

May 19, 2010

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

PERSONAL AND CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE

Closing Report

Re: Dewey Thomas vs. Township of Genoa
MMRMA Occurrence No. 2007-38305-001 GPDZ
MMRMA Claim No. 131283
Date of Loss: 7/01/2006

Dear Ms. Skolarus:

Kindly consider this a closing report on the above-referenced matter. As you may recall, Plaintiff sought to use the subject property in a manner contrary to an underlying consent judgment. He filed a lawsuit alleging due process, taking, and equal protection claims. As previously reported, the circuit court granted summary disposition in favor of the Township, and the Plaintiff appealed. By Opinion dated March 11, 2010, the Court of Appeals affirmed summary disposition.

Plaintiff argued that the Court should ignore the underlying consent judgment, in spite of the fact that it allowed various commercial uses, and decide his claims based solely on the property's residential zoning classification. The Court of Appeals rejected that contention and observed that the consent judgment allowed Thomas to use the property in ways otherwise not permitted by the LDR classification.

As such, the Plaintiff was unable to demonstrate either a "categorical" taking, where the property has economic value as it is currently being utilized, or a taking under *Penn Central* applying a "balancing test" taking, where the three factors to consider weighed in favor of the Township. First, considering "the character of the government's action," Plaintiff was not forced to bear a greater portion of a regulatory burden than other properties. In fact, the Court recognized that through the consent judgment, his property was less burdened than other LDR-zoned parcels. Second, "the economic effect of the regulation" did not strip the Plaintiff of all economically viable use of the land. We demonstrated that the Plaintiff was able to generate revenue from the property's use as a drive-thru coffee and donut shop and that an expert appraiser testified that the property has substantial value for use as permitted under the consent judgment. Third, the Court agreed that Plaintiff lacked "investment backed expectations" that he would be able to use the property as a gas station, as desired. The

evidence demonstrated that *he knew when he acquired the property* that it was zoned LDR and was governed by a consent judgment. His market study was conducted years *after* he gained an ownership interest in the property. He also failed to show that his proposed plan would comport with traffic flow standards and ingress and egress requirements.

The Court also rejected the Plaintiff's argument premised upon a substantive due process violation. As to that claim, the Court observed that although the Township did not review Thomas' rezoning application because of the consent judgment, it did consider his request to modify the consent judgment. As such, the Township afforded him the opportunity to seek a remedy with the same potential effect. Furthermore, the Court concluded that Thomas failed to demonstrate that the Township's reasons for denying the request were arbitrary or irrational or that they did not advance legitimate governmental interests. The Township offered a number of reasons for rejecting Plaintiff's proposal and supported those reasons with evidence. Plaintiff apparently opted not to pursue his Equal Protection claim and abandoned that argument on appeal.

Plaintiff had 21 days from the date of the Opinion within which to file a Motion for Reconsideration in the Court of Appeals or 42 days within which to file an Application for Leave to Appeal to the Michigan Supreme Court. He failed to pursue any further action, and it is now appropriate to close this file.

Enclosed, for completion of your records, please find copies of the following:

1. Judge Latreille's Opinion and Order granting summary disposition dated August 25, 2008;
2. Judge Latreille's Order denying Plaintiff reconsideration dated November 26, 2008; and,
3. the Court of Appeals Opinion affirming summary disposition dated March 11, 2010.

If you have any questions or require additional information, please do not hesitate to call. On behalf of the firm, thank you for the opportunity to represent the Township through the Michigan Municipal Risk Management Authority.

Very truly yours,

JOHNSON, ROSATI, LaBARGE,
ASELTINE & FIELD, P.C.

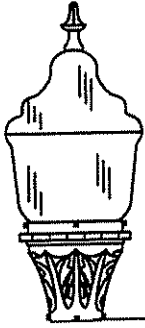


Marcelyn A. Stepanski

MAS/pmr
Enclosures

cc: Michael Archinal, Township Manager
Gary McCririe, Township Supervisor
Richard Heikkinen, Township Attorney
Louise Duchesneau, MMRMA Claims

Correspondence



**HOWELL
MICHIGAN**

GENOA TOWNSHIP

MAY 28 2010

RECEIVED

CITY OFFICES: 611 E. Grand River • Howell, MI 48843

(517) 546-3502 • (517) 546-3861

FAX: (517) 546-6030

May 26, 2010

Department of State
Office of the Great Seal
7064 Crowser Blvd.
Lansing MI 48918

RE: Conditional Transfer of Property

Enclosed is a certified and recorded copy of the Contract for Conditional Transfer of Property between the City of Howell and Genoa Charter Township dated December 21, 2009.

Please forward receipt of filing to my attention.

Sincerely,

Jane Cartwright, MMC
Howell City Clerk

C: Dennis Perkins, City Attorney
Mike Archinal, Genoa Township Manager

Enclosure



* 2 0 1 0 R - 0 1 1 8 8 1 *

2010R-011881

RECORDED ON

04/16/2010 04:49:37PM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 28.00

RENON: 4.00

PAGES: 7

7

**CITY OF HOWELL – GENOA CHARTER TOWNSHIP
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY
PUBLIC ACT 425 OF 1984**

This contract made on the 21st day of December, 2009 between the City of Howell, a Michigan Municipal Corporation, 611 E. Grand River Avenue, Howell, MI 48843 (hereinafter referred to as "CITY") and the Genoa Charter Township, a Michigan Charter Township, 2911 Dorr Road, Brighton, Michigan 48116 (hereinafter referred to as "TOWNSHIP").

WHEREAS, the CITY and TOWNSHIP have considered the factors contained in Section 3 of Act 425 of 1984, as amended (MCL 124.23), and desire, through cooperation, to foster quality economic development to benefit the respective communities and to bring about enhancement of tax base, providing municipal sewer and/or water services to the area involved, create needed jobs and the probability of additional development in the area would be greatly increased; and

WHEREAS, the only feasible way to provide these economic enhancements is to be through a cooperative contract between the TOWNSHIP and the CITY to provide that this area come under the jurisdiction of the CITY; and

WHEREAS, the CITY and TOWNSHIP have carefully considered the factors required by Section 3 of Public Act 425 of 1984; and

WHEREAS, the TOWNSHIP and CITY wish to cooperate to encourage economic development for the area and enhance the financial stability of both the TOWNSHIP and CITY;

NOW THEREFORE, by authority of Act 425 of the Public Acts of 1984 and in consideration of the promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. That the TOWNSHIP consents in advance to the transfer of parcels within the following described area to the CITY:

(See attached legal descriptions)

2. That the CITY agrees to accept the transfer of parcels within the above described area for any purpose allowed under Public Act 425 of 1984, as amended, upon execution of this agreement and filing of this agreement with the office of the Great Seal for the State of Michigan. The City shall make available the usual CITY services to said property, including municipal

04-16-10 16:47 RCVD

sewer and water services.

3. Following transfer, the CITY shall have full jurisdiction, including the powers of taxation, over the transferred area in perpetuity.

4. In recognition of its role in the formulation of this agreement and its continuing involvement and responsibilities for the property, the CITY and TOWNSHIP agree that, commencing in the year in which the first transfer of property pursuant to this contract takes place, and every year thereafter during the term of this agreement, and subject to the terms of this agreement, the City shall pay to the Township two (2) mills all ad valorem property taxes, real and personal, which the CITY collects for its own general operating fund purposes only, and which are attributable to the transferred properties at the time limits required herein. The CITY shall transmit to the TOWNSHIP its share of such revenues annually on November 1st and shall, as part of its annual audit, provide the TOWNSHIP with an audited annual statement of such revenue. The CITY hereby guarantees the TOWNSHIP will receive no less revenue from the transferred parcels than that which it would have received each year from said parcels as if this agreement did not exist. The CITY agrees that any tax abatement granted to a parcel or to personal property shall not reduce the monies otherwise due and payable to the TOWNSHIP according to the above stated formula and the CITY alone shall bear the reduction in tax revenues because of its grant of tax abatements.

5. That no other assets or liabilities shall be divided between the CITY and the TOWNSHIP as a result of the transfer involved in this contract.

6. That the CITY shall use the powers of its existing zoning ordinance to afford reasonable protection to residential properties located in the TOWNSHIP adjacent to the area being transferred to the CITY. As part of this commitment, the CITY shall use its existing site plan review powers to buffer industrial and commercial uses from TOWNSHIP residential uses.

7. That the CITY agrees that it will not require the owners or property within the conditionally transferred areas whose properties are served as of the date of this agreement by adequately functioning septic disposal systems or potable water wells to connect to the City's wastewater treatment system or water supply system until either such existing system fails or the property is otherwise compelled to connect to the CITY'S systems by lawful order of the Livingston County Health Department, the State of Michigan Health Department, or the Michigan Department of Environmental Quality, whichever occurs first.

8. That in the event the CITY does not comply with the requirements of Paragraph 4 of this Contract, the TOWNSHIP shall notify the CITY in writing of exactly how the CITY has not complied with the requirements of Paragraph 4. Said notice shall be personally served on the Howell City Clerk and also personally served on the Howell City Mayor or the Howell City Manager. Failure of the CITY to comply with the requirements of Paragraph 4 within 180 days from the date said notice was served as described herein, shall, at its option, entitle the TOWNSHIP to the return of the transferred area. The remainder of the Contract provisions may

be enforced by the TOWNSHIP by means of other civil actions, including declaratory judgments and injunctive relief from the Livingston County Circuit Court.

9. That this Contract shall be recorded, within 30 days of the date of its execution, with the Michigan Secretary of State and the Livingston County Register of Deeds.

10. That all agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in Paragraphs 1- 4, shall be held to be invalid by any court having subject matter jurisdiction, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

11. That this Contract shall continue in effect for a period of fifty (50) years from the date of execution of this Contract. At the end of this fifty (50) year period the transferred property shall continue to remain permanently in the jurisdiction of the CITY.

IN WITNESS WHEREOF:

CITY OF HOWELL

Sheryl Anne Boak

SHERYL ANNE BOAK
Notary Public, State of Michigan, County of Livingston
My Commission Expires July 6, 2015
Acting in the County of Livingston

Geraldine K. Moen
By: Geraldine Moen *Geraldine K. Moen*
Its Mayor *G.K. Moen*

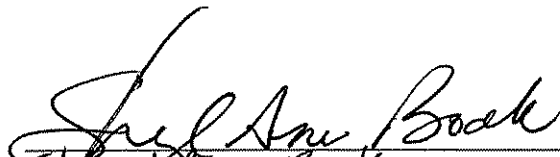
Sheryl Anne Boak

SHERYL ANNE BOAK
Notary Public, State of Michigan, County of Livingston
My Commission Expires July 6, 2015
Acting in the County of Livingston

Jane Cartwright
By: Jane Cartwright *Jane L. Cartwright*
Howell City Clerk


STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)


On this 21 day of December, 2009, before me a Notary Public in and for said County, personally appeared *Geraldine K. Moen* and *Jane L. Cartwright* to me known to be the Mayor and City Clerk of the City of Howell, who being by me duly sworn, did say that they executed the foregoing City of Howell-Genoa Township contract for conditional transfer of property on behalf of the City of Howell by authority duly vested in them by the Howell City Charter.

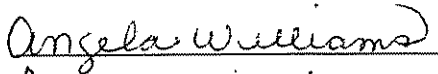

Sheryl Anne Boak Notary Public
Livingston County, Michigan
My Commission expires: 7-6-2015


IN WITNESS WHEREOF:

GENOA CHARTER TOWNSHIP


Amy D. Ruthig

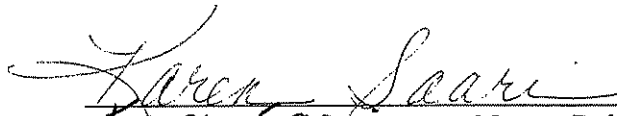

By: Gary T. McCririe
Its Supervisor


ANGELA WILLIAMS


By: Paulette A. Skalarus
Its Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

On this 21st day of December, 2009, before me a Notary Public in and for said County, personally appeared Gary McCririe and Paulette A. Skalarus to me known to be the Supervisor and Clerk of the Genoa Charter Township, who being by me duly sworn, did say that they executed the foregoing City of Howell-Genoa Charter Township contract for conditional transfer of property on behalf of the Genoa Charter Township by authority duly vested in them by law.


Karen Saari Notary Public
Livingston County, Michigan
My Commission expires: 10-4-2011

GENOA CHARTER TOWNSHIP/CITY OF HOWELL
425 AGREEMENT PROPERTY DESCRIPTIONS
(SEE PARAGRAPH 1)

1. Land in the Township of Genoa, Livingston County, Michigan described as: Beginning at the NW corner of Section 6, T2N, R5E, thence South 2403.2 feet along the West line of Section 6; thence South 80 deg 45' East 870.00 feet; thence South 519.00 feet to the East & West 1/4 line of Section 6; thence East 285.00 feet along the 1/4 line to the West line of the Ann Arbor Railroad right-of-way, North 5 deg 38' East 1168.8 feet; thence Northerly along the arc of a 3 deg 3' curve left a distance of 1110.9 feet along said railroad; thence North 28 deg 15' West 952.00 feet; thence West 594.00 feet along the Section line of Section 6 to the point of beginning, excepting therefrom the North 495.0 feet of the West ½ of the Northwest quarter of Section 6 West of the railroad, containing 60.7 acres of land, more or less.

Tax Code No. 4711-06-100-005

2. Brockway Property (Liber 2039, Pages 0248-0249)

Land in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

A part of the Northwest fractional 1/4 of Section 6, T2N, R5E, Michigan described as follows: Commencing at the Northwest Corner of Section 6; thence along the West line of said Section 6, and the centerline of Lucy Road, (66 foot wide Right of Way), due South, 2397.71 feet (previously recorded as 2403.2 feet), to the POINT OF BEGINNING of the Parcel to be described ; thence 78 deg 29' 40" E, 860.43 feet (previously record as S 80 deg 45' E, 870 feet); thence due South 521.08 feet (previously recorded as 519 feet); thence along the East-West 1/4 line of said Section 6, N 89 deg 42' 26" W, 574.99 feet (previously recorded as West 578 feet); thence along the Northerly line of the CSX Railroad (100 foot wide Right of Way), N 55 deg 42' 23" W, 324.58 feet (previously recorded as N 54 deg 40' W, 323 feet); thence along the West line of said Section 6, and the centerline of Lucy Road,, due North, 506.88 feet (previously recorded as 510.2 feet), to the point of beginning, containing 11.15 acres, more or less, and subject to the rights of the public over the existing Lucy Road. Also subject to any other easements or restrictions of record.

Part of Tax Code No. 4711-06-100-006

3. Wheelock Associates Limited Partnership Property (Liber 3731, Page 0121)

Land in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Outlot A of "Bachman's Subdivision", as recorded in Liber 7 of Plats, Page 14, Livingston County Records.

Tax Code No. 4711-06-101-002

4. Land in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7 of "Bachman's Subdivision", as recorded in Liber 7 of Plats, Page 14, Livingston County Records.

Tax Code No. 4711-06-101-003

Tax Code No. 4711-06-101-004

Tax Code No. 4711-06-101-005

Tax Code No. 4711-06-101-006

Any and all lands of Lots 1, 2, 3, 4, 5, 6, 7 of "Bachman's Subdivision" located in Oceola Township are not included in this agreement

5. All that part of Outlot B of "Bachman's Subdivision", as recorded in Liber 7 of Plats, Page 14, Livingston County Records, lying in Genoa Township.

Tax Code No. 4711-06-101-007

Tax Code No. 4711-06-101-008

6. Land in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 6, T2N R5E, South of the Pere Marquette Railroad and West of the Ann Arbor Railroad containing 24 acres of land, more or less.

Tax Code No. 4711-06-300-002

7. Property situated in the Township of Genoa, Livingston County, Michigan

Being part of the Southwest 1/4 of the Southwest fractional 1/4 of Section 6, Town 2 North, Range 5 East, Michigan, described as follows: Beginning at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 6, Town 2 North, Range 5 East, Michigan; thence South 460 feet along the centerline of the highway; thence East to the Westerly right of way line of the railroad; thence Northerly along the Westerly right of way line of the railroad; thence Northerly along the Westerly right of way line of the railroad to the North line of the Southwest 1/4 of the Southwest fractional 1/4; thence Westerly along the North line of the Southwest 1/4 of the Southwest fractional 1/4 to the point of beginning

Commonly known as: 945 Lucy
Tax Number: 4711-06-300-003

8. Land in the Township of Genoa, County of Livingston, State of Michigan, to wit:

A part of the Southwest part of the Southwest fractional 1/4 of Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as: Beginning at the Southwest corner of said Section 6; thence North 386 feet along the centerline of highway; thence North 89 degrees 38 minutes East 225.97 feet; thence South 386 feet; thence South 89 degrees 38 minutes West 225.97 feet to the point of beginning, EXCEPTING THEREFROM that part conveyed for highway purposes in Liber 402, page 610, Livingston County Records.

Tax Code No. 4711-06-300-004

9. Parcel No. 1

Part of the Southwest fractional 1/4 of Section 6, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southwest Corner of said Section 6; thence along the West line of said Section 6, the centerline of Lucy Road and the Genoa-Marion Township Line, N 00 deg 42' 43" W, 386.00 feet, to the Point of Beginning of the Parcel to be described; thence continuing along the said West line of said Section 6 and the centerline of Lucy Road, N 00 deg 42' 43" W, 338.90 feet; thence N 89 deg 31' 12" E, 913.51 feet; thence along the West Line of the Ann Arbor Railroad (100 feet wide) S 05 deg 10' 50" W, 724.32 feet; thence along the North line of I-96 (Limited Access Highway) N 84 deg 59' 30" W, 616.24 feet; thence along a line previously surveyed and monumented, N 00 deg 42' 43" W, 325.02 feet; thence along a line previously surveyed and monumented, S 88 deg 59' 48" W, 225.97 feet, to the Point of Beginning; Containing 12.10 acres of land, more or less, and subject to the rights of the public over the existing Lucy Road. Also subject to any other easements or restrictions of record.

Tax Code No. 4711-06-300-008


10. Land in Section 6, T2N, R5E, Genoa Township, Livingston County, State of Michigan, commencing at the West 1/4 corner of Section 6; thence East 266.60 feet to the Easterly right-of-way of the C & O Railroad and the point of beginning; thence Southeasterly along said right-of-way 892.00 feet, more or less, to the Westerly right-of-way of the Ann Arbor Railroad; thence Northeasterly along said right-of-way 505.00 feet more or less, to the East-West 1/4 line of Section 6; thence West 862.75 feet to the point of beginning, containing 4.25 acres more or less.

Tax Code No. 4711-06-300-009

Drafted by: Dennis L. Perkins, P.C., 105 E. Grand River, Howell MI 48843

Return to: Jane Cartwright, Howell City Clerk, 611 E. Grand River, Howell MI 48843

MEMORANDUM

TO: Township Board
FROM: Mike Archinal 
DATE: 6/4/10
RE: Fillmore Park

Several months ago there was discussion at the Board table regarding the acquisition of property given the depressed real estate market. I was aware that Livingston County had been bequeathed a 200 acre farm upon the death of a man named Raymond Fillmore. The property is located in sections 1 and 2 immediately north of the Chaldean Camp on McClements. A copy of the trust agreement is attached. You will note that the property is restricted to farming or recreational uses and that a baseball field was specifically contemplated.

I met with the County Administrator and asked if the County had any interest in partnering with Genoa Township and the recreation authorities to develop the site for active recreation. She directed the request to the Parks and Open Space Advisory Committee. The Supervisor, Planning Director Howell Area Parks and Recreation Authority representatives and I attended a meeting with this group on June 2. I have attached a copy of my notes for the meeting.

The purpose of our meeting was to ask for permission to apply for a DNRE Recreation grant for the construction of four baseball fields with associated parking on 40 of the 200 acres. The Planning Director prepared a sketch showing how the improvements could be located on the site which is attached.

I am pleased to report that not only was our request well received, we were asked to master plan the entire site and draft an agreement for the long term lease of the property for \$1 per year. Apparently the County has been discussing the development of the site for several years with little progress. They were pleased that someone was putting forward a plan.

There are clearly many questions that will have to be answered and a significant amount of work to be done. Bob Parker is on the Committee and is the attorney who drafted the estate agreement. He answered the two questions on my draft favorably: 1) The farming operations can be ended by terminating a one year lease and, 2) Timbering refers to the commercial cultivation of trees. Trees can be removed for the development of the fields. I plan on putting this matter on an upcoming agenda when we have more details and we have done some preliminary planning. This site can meet our active recreation needs for a very long time. I wanted to share the good news and let you know this was coming. If you have any questions I will be happy to discuss this with you during the member discussion portion of the agenda on Monday.

PARKS AND OPEN SPACE ADVISORY COMMITTEE

June 2, 2010

3:00 p.m.

**ADMINISTRATION BUILDING
CONFERENCE ROOM 4**

AGENDA

- A. Call to Order/Introduction of Guests

- B. Genoa Township and Howell Area Parks & Recreation Authority
Baseball Proposal – Fillmore County Park

- C. Contact and Site Visit with DNR Regarding Lutz County Park Access Issues

- D. Lutz County Park Maintenance/Improvements
 - Entrance Sign & Planting Bed – Boy Scouts
 - Road Commission Direction Signs
 - Other

- E. Set Up Work Days for Lutz County Park Maintenance/Improvements

- F. Historical Committee Update

- G. Other

- H. Adjournment



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2007R-004623

RECORDED ON

02/06/2007 02:14:07PM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 19.00

RENON: 4.00

PAGES: 4

QUIT CLAIM DEED - Statutory Form

KNOW ALL MEN BY THESE PRESENTS: MONICA HEIM, AS TRUSTEE OF THE RAYMOND FILLMORE TRUST DATED NOVEMBER 28, 1995, AS AMENDED AND RESTATED

whose address is 1257 THURBER DRIVE HOWELL MI 48843

Quit Claims a Life Estate to COUNTY OF LIVINGSTON, A BODY POLITIC

whose address is 304 East Grand River, Suite 201, Howell 48843

the following described premises situated in sections one and two, Township of Genoa, County of Livingston, State of Michigan, to wit:

A 200 acre farm comprised of the following three parcels:

Sec. 2 T2N, R5E, E 1/2 of SE 1/4 80A Tax Parcel Number: 4711-02-400-002

Sec. 1 T2N, R5E, E 1/2 of SW 1/4 80A Tax Parcel Number: 4711-01-300-006

Sec. 1 T2N, R5E, SW 1/4 of SW 1/4 40A Tax Parcel Number: 4711-01-300-005

Excepting 2 acres, more particularly described as follows:

A parcel of land located in the Southeast quarter of Section 2, Town 2 North, Range 5 East, Genoa Township Livingston County, Michigan, said parcel more fully described as: Commencing at the Southeast corner of said Section 2, T2N-R5E, Genoa Township: thence North 01' 54' 34" West, 1222.92 feet on the East line of said section and Centerline of "Kellogg Road" (66' wide, public) to the POINT OF BEGINNING; thence South 88" 05' 26" West, 295.13 feet; thence North 01" 54' 34: West, 295.16 feet parallel with said east line; thence North 88" 05' 26" East, 295.13 feet; thence South 01" 54' 34" East, 295.16 feet on said east line and centerline to the POINT OF BEGINNING, said parcel contains 2.00 acres, more or less, being subject to easements and restrictions of record, if any, including the rights of the public within the public right of way of "Kellogg Road".

Commonly known as: 724 South Kellogg Road Brighton, Michigan 48114

for the full consideration of: One Dollar (\$1.00)

subject to matter of record and the terms of the Third Amendment to the Trust Agreement of Raymond Fillmore Dated November 28, 1995 pages 3,4 as attached. 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 21 day of December, 2006

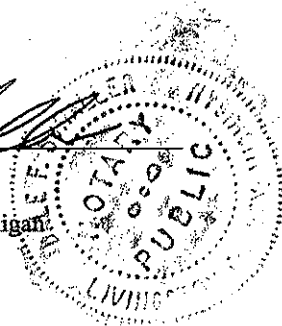
Signed and Sealed

Monica Heim Trustee
MONICA HEIM, AS TRUSTEE OF THE RAYMOND FILLMORE TRUST DATED NOVEMBER 28, 1995, AS AMENDED AND RESTATED

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by MONICA HEIM, AS TRUSTEE OF THE RAYMOND FILLMORE TRUST DATED NOVEMBER 28, 1995, AS AMENDED AND RESTATED who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.


Dale F. Schaller, Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission Expires: 08/03/11



Drafted by: ✓
Robert E. Parker, Attorney at Law
PARKER AND PARKER
704 E. Grand River, P.O. Box 888
Howell, MI 48844-0888
(517) 546-4864

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee: \$ 17.00
State Transfer Tax: Exempt MCLA 207.505(a)

When recorded return to Drafter

Tax Parcel No.: 4711-02-400-002, 4711-01-300-006, 4711-01-300-005

Send subsequent tax bills to Grantee

P.O. BOX 888
704 EAST GRAND RIVER AVENUE
HOWELL, MICHIGAN 48844-0888
TELEPHONE (517) 546-4864



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PARKER AND PARKER

as that term is defined in subparagraph (1h) below.

- c.) While either BEVERLY GROSTIC or GLEN C. VENO are alive and actively farming and using the land for "farming purposes," as that term is defined in subparagraph (1h) below, they may also have use of my home and barn that sits on the remaining 198 acres of farm land on McClements Road and either shall be responsible for payment of all insurance, taxes, maintenance and all repairs of same and to keep same in good condition, subject to the approval of my Trustee.
- d.) Under no conditions whatsoever is my farm to be split up or subdivided by my Trustee or Successor Trustee or any other person or organization that has the right to use my farm, be it BEVERLY GROSTIC, GLEN C. VENO or the LIVINGSTON COUNTY BOARD OF COMMISSIONERS.
- e.) Should both BEVERLY GROSTIC and GLEN C. VENO choose not to use said land for "farming purposes," as that term is defined in subparagraph (1h) below, they shall return any interest that they may have in the farm property and personal farm equipment, or replacement thereof, to the Trustee.
- f.) When said land is no longer being used for "farming purposes," as that term is defined in subparagraph (1h) below, by either BEVERLY GROSTIC or GLEN C. VENO, or if, in the alternative, my Trustee, MONICA F. HEIM, (or her successor) in the Trustee's sole and unilateral discretion, determines that either BEVERLY GROSTIC or GLEN C. VENO is not using said land for "farming purposes," as that term is defined in subparagraph (1h) below, said land located in sections 1 and 2, Genoa Township, of approximately 198 acres, shall continue to be kept in fee simple in my trust and managed by my Trustee, MONICA F. HEIM, or her successor; provided however that the LIVINGSTON COUNTY BOARD OF COMMISSIONERS shall have a life estate in perpetuity on the 198 acres for use as a county park for the enjoyment and benefit of the citizens of Livingston County and thereafter shall be named the "RAYMOND FILLMORE COUNTY PARK." The Livingston County Board of Commissioners, upon

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HOWELL, MICHIGAN 48844-0888
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acceptance of said life estate, shall agree to keep the total and complete 198 acres as "open spaces" and shall not sell any interest of the life estate of the 198 acres under any circumstances whatsoever and shall maintain the park as a pleasant setting for the residents of Livingston County to enjoy, whether it be baseball diamonds, picnic grounds, hiking paths, etc., and the full expense and maintenance of said park shall be that of Livingston County or of a legally created and constituted park authority or recreational district as designated by the Livingston County Board of Commissioners; provided further that any baseball/softball diamonds developed in the "RAYMOND FILLMORE COUNTY PARK" shall be specifically noted as the "JOHN E. LaBELLE BASEBALL FIELDS," in honor of my good friend and neighbor, who has served on the Livingston County Board of Commissioners for many years.

- g.) Should Livingston County ever decide not to use the complete 198 acres as a county park, then those lands shall become part of the residue and remainder of my trust for the benefit of those beneficiaries named in paragraph C. "Remaining Trust Corpus," below.
- h.) "Farming Purposes" means tillage of the soil, the production of farm crops directly from soil, dairy farming, ranching, production or raising of crops, poultry, or livestock, and production of poultry or livestock products in an un-manufactured state. Under no conditions whatsoever, should the land be left fallow nor placed in a government soil bank program. None of the trees thereon are to be timbered for any reason whatsoever.

2.) My Other Real Property.

I give devise and bequeath all the Trust's interest in the following parcels of real property, in fee simple, to GLEN C. VENO, including items of personalty, if he shall survive me:

- a). Real property located in the Township of Brighton, County of Livingston, which is generally described as a part of Lot 33 and 34 of Supervisor's Plat of Fonda Lake Heights.

Thank the Chair

Introductions

Chris Galot LS

With the current state of our housing market we need to do everything we can to make Livingston County an attractive place to live. To maintain home values we are finding that amenities such as trails and parks are essential. Companies looking for corporate sites are looking for communities to which they can attract and retain highly skilled employees. We are now looking at parks and trails and economic development tools instead of just nice things to have.

Several months ago a few of my Board members were discussing acquiring land due to the depressed real estate market and our need for additional active recreation areas.

Because of fiscal constraints I suggested that we discuss the County's intentions relative to the Filmore property.

The property is relatively flat easily developable and restricted to farming or recreational uses.

Howell parks and Recreation has expressed that there is a shortage of appropriately sized baseball and softball fields. With the Brighton state recreation area we have a fair amount of passive recreation in this part of the county. We are lacking active recreation area.

I met with the County Administrator and asked about the possibility of developing baseball fields on the property. She suggested that the question be placed before this committee.

We have done some very preliminary conceptual work which **Kelly** can describe.

I have read the portion of the Raymond Filmore trust agreement that has been recorded. Some salient points:

- It specifically noted baseball fields as a future desired use.
- It provided that any baseball/softball field developed by named the John E. LaBelle baseball field.
- It required the land to be used for farming purposes and prohibited its subdivision.
- It identified a life estate to the benefit of Livingston County for a park.
- It prohibited the timbering of any trees.

There are two basic legal questions as I see it:

1. Can a baseball field be developed if it is being actively farmed or do farming operation need to cease first?
2. The agreement clearly envisioned the creation of baseball fields. Can trees be cut and removed to accomplish this goal. The agreement said timbering but not cutting. Timbering seems to have a commercial connotation.

Genoa Township has a very successful relationship with HAPRA and SELCRA for the use of the athletic fields at the Township Hall. We basically lease the fields to the authorities for a dollar and they are responsible for the mowing, fertilizing and seeding of the grass and the lining of the fields.

We would like to partner with the County and recreation authorities and apply for a DNRE recreation trust fund development grant. The County residents would benefit from more land dedicated to active recreation. A recreation plan is required to make application for a grant. One is already in place.

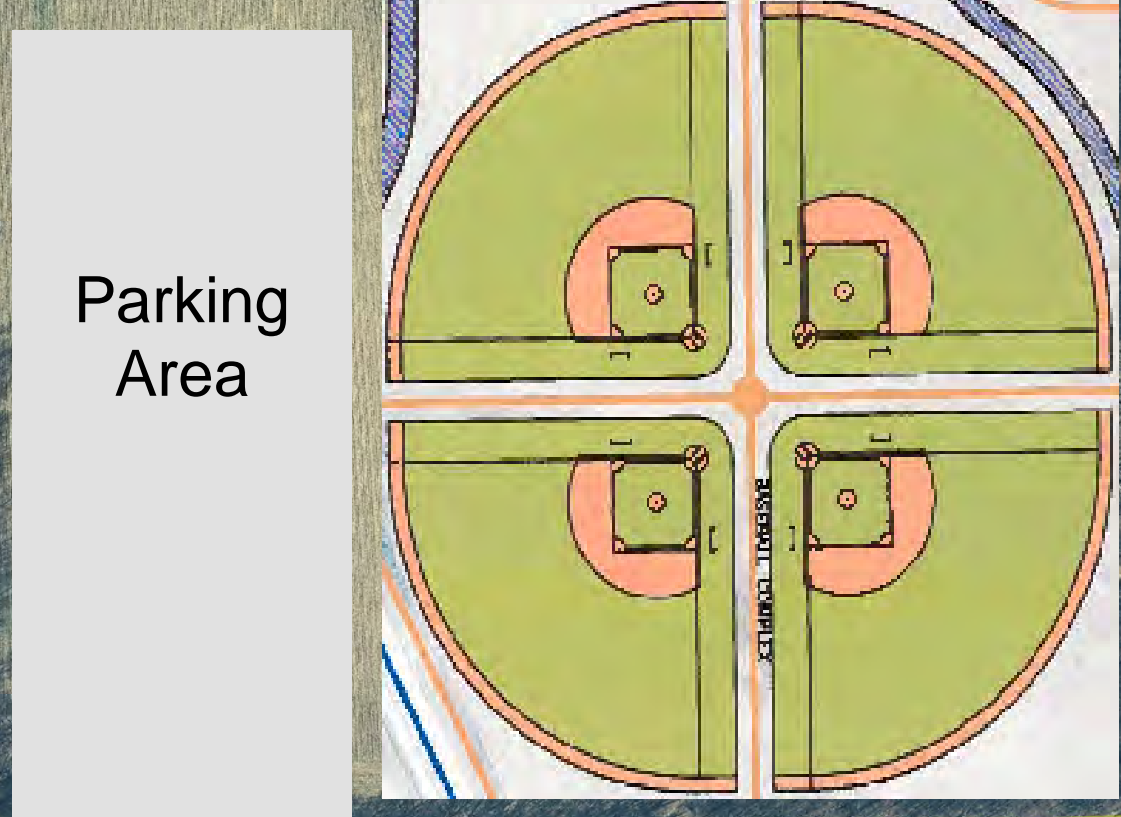
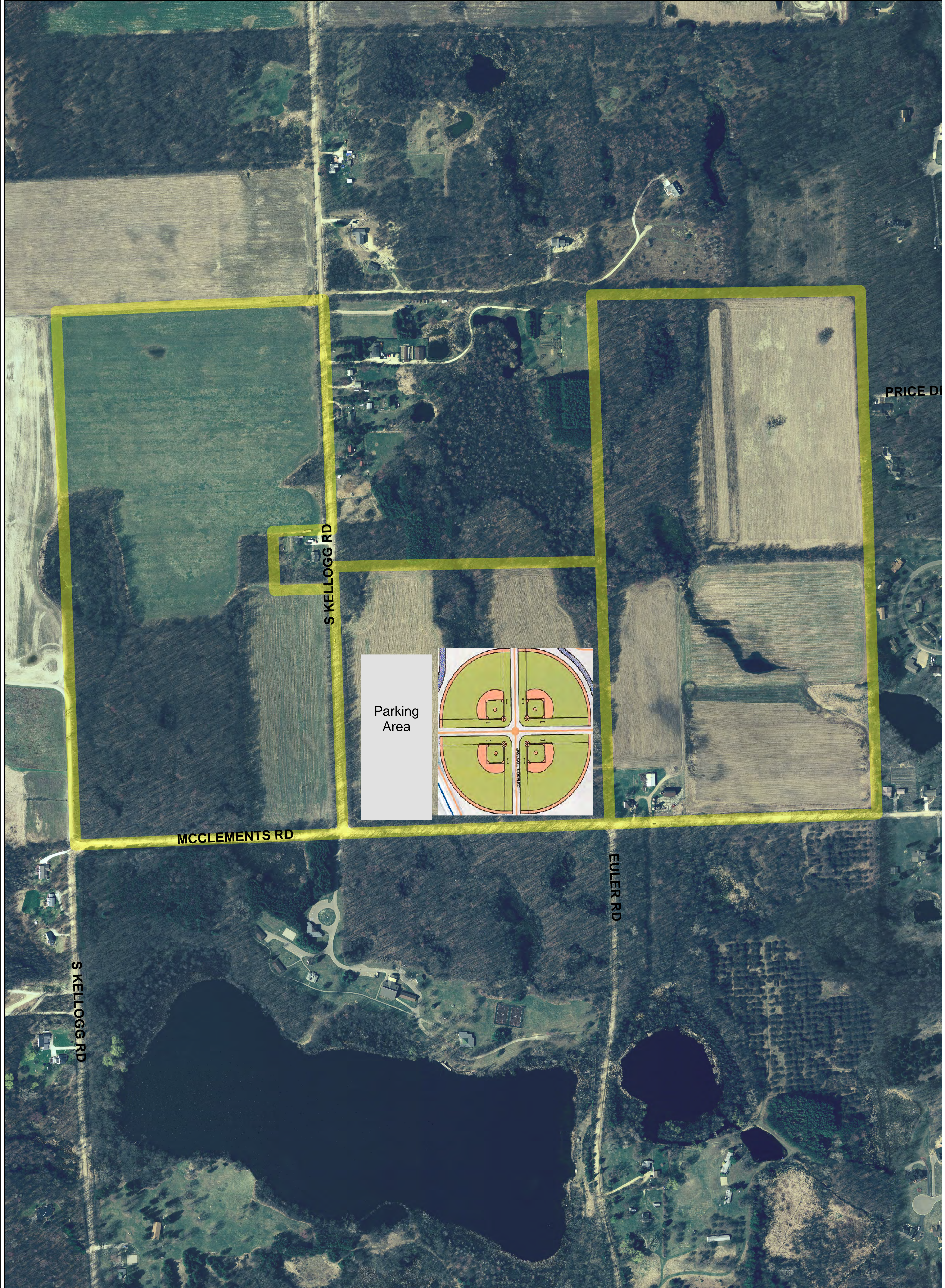
DEB aspects of the recreation plan addressed by this project.

We are seeking an indication of whether or not this project is viable. If the indication is positive we will proceed to seek legal counsel for the questions relative to the trust agreement. We will draft an agreement describing the roles of the parties related to the operation of the fields. We will meet with the appropriate representatives to generate a mutually acceptable agreement. We will begin preliminary design for construction of the fields and related parking, drainage, stormwater retention and access. Upon completion of this initial phase we would present our finding to this committee for your review and recommendations.

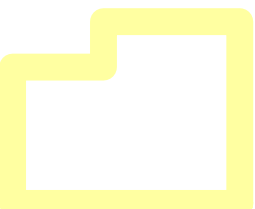
*Pro-forma
for ongoing
maint.*

7/7/10

viability



Legend



Fillmore Park

1 inch = 200 feet

Fillmore Fields

Fillmore County Park

Livingston County, Michigan



Map created by Genoa Township.
 GIS data provided by Livingston County.
 Locations of property lines are approximate
 and shall not be used for survey purposes.
 June 2, 2010