

GENOA CHARTER TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
FEBRUARY 21, 2011  
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: 02-7-11
3. Request for approval to direct staff to order the soccer field light fixtures from Standard Electric Company as specified in quote number 17-4662846 dated 2/15/11 at a cost not to exceed \$28,140.00.
4. Request for approval to authorize execution of the Line Extension Agreement and Certificate of Grade with DTE Energy to provide electrical service for the soccer field lighting at a cost not to exceed \$5,591.36.

Approval of Regular Agenda:

5. Request for approval of Resolution #1 to Proceed with the East and West Crooked Lake Aquatic Weed Control Project and Direct Preparation of the Plans and Cost estimates and set the first public hearing for March 7, 2011 at 6:30 p.m.
6. Request for approval and adoption of an ordinance # 110221A to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code.
7. Request for approval of an amendment to the Building Permit Fee Schedule.
8. Request for adoption of ordinance #Z-11-02 and approval of rezoning agreement, impact assessment and site plan for a rezoning from LDR (Low Density Residential) to a conditional OSD (Office Service District) located at 2980 Dorr Road, Brighton, Sec. 15, petitioned by Genoa Charter Township on behalf of Livingston County United Way.
  - A. Adoption of Ordinance #Z-11-02.
  - B. Disposition of rezoning agreement.
  - C. Disposition of impact assessment.
  - D. Disposition of site plan.
9. Request for approval of ordinance # Z-11-01 for amendments to Zoning Ordinance Articles 3 and 11.

10. Request for approval and adoption of an ordinance# 110221B to create the Genoa Charter Township Planning Commission for compliance with P.A. 33 of 2008, as amended being the Michigan Planning Enabling Act, M.C.L. 125.3801.

11. Request for approval the Authorization to Proceed between First ROW, Inc. and Genoa Charter Township to assist in the acquisition of right-of-way for the Latson Road Interchange project.

12. Request for approval to adopt a resolution which approves the MHOG Master Operating Agreement between MHOG and Genoa, Marion, Oceola, and Howell Townships and also terminates previous agreements between these parties that will be supplanted by the Master Operating Agreement.

13. Request for approval of the Utility Services Agreement between Genoa Charter Township, the Marion, Howell, Oceola and Genoa Sewer and Water Authority, and the Genoa-Oceola Sewer and Water Authority.

14. Request for approval of the Township Utility Department wage schedule for the sewer and water operational staff with a start date of April 9th, 2011.

Correspondence  
Member Discussion  
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE :February 21, 2011

TOWNSHIP GENERAL EXPENSES: Thru February 21, 2011	\$120,771.90
February 18, 2011 Bi Weekly Payroll	\$37,472.58
OPERATING EXPENSES: Thru February 21, 2011	\$33,648.74
TOTAL:	<u>\$191,893.22</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27112	Administ	Total Administrative Services	02/18/2011	869.19
27113	Equitabl	Equivest Unit Annuity Lock Box	02/18/2011	455.00
27114	ADT	ADT Security Services, Inc.	02/21/2011	375.75
27115	AmerAqua	American Aqua	02/21/2011	42.00
27116	AT&TLONG	AT&T Long Distance	02/21/2011	112.21
27117	ATT& IL	AT&T	02/21/2011	604.97
27118	BLUE CRO	Blue Cross & Blue Shield Of Mi	02/21/2011	16,709.44
27119	ClarkK	Kim Clark	02/21/2011	20.00
27120	Clearwat	Clearwater Systems	02/21/2011	64.50
27121	CONSUMER	Consumers Energy	02/21/2011	725.44
27122	COOPERST	Cooper's Turf Management LLC	02/21/2011	11,295.00
27123	DYKEMA	Dykema Gossett PLLC	02/21/2011	350.30
27124	EHIM	EHIM, INC	02/21/2011	2,425.45
27125	FED EXPR	Federal Express Corp	02/21/2011	47.96
27126	GANNETT	PRESS & ARGUS	02/21/2011	320.00
27127	GENOA TW	Genoa Township	02/21/2011	488.40
27128	LANGWORT	Langworthy Strader Leblanc	02/21/2011	135.00
27129	Liv Cty	Livingston Cty Treasurers Assn	02/21/2011	10.00
27130	LivCTrea	Livingston County Treasurer	02/21/2011	170.30
27131	Mancuso	Mancuso & Cameron	02/21/2011	6,456.00
27132	MASTER M	Master Media Supply	02/21/2011	219.13
27133	Net serv	Network Services Group, L.L.C.	02/21/2011	772.50
27134	PETTYCAS	Petty Cash	02/21/2011	64.81
27135	PFEFFER	Pfeffer, Hanniford, Palka	02/21/2011	4,200.00
27136	Tetra Te	Tetra Tech Inc	02/21/2011	1,895.00
27137	VanMarte	Kelly VanMarter	02/21/2011	379.67
27138	VERIZONW	Verizon Wireless	02/21/2011	219.88
27139	WASTE MA	Waste Management	02/21/2011	71,344.00

**Report Total: 120,771.90**

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 02/11/2011 - 15:02

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27112	Administ	Total Administrative Services	02/18/2011		869.19
				Check 27112 Total:	869.19
10048	AETNA LI	Aetna Life Insurance & Annuity	02/18/2011		25.00
				Check 10048 Total:	25.00
10049	EFT-FED	EFT- Federal Payroll Tax	02/18/2011		4,048.34 1,483.61 2,190.08 512.21 512.21
				Check 10049 Total:	8,746.45
10051	EFT-PENS	EFT- Payroll Pens Ln Pyts	02/18/2011		499.80
				Check 10051 Total:	499.80
27113	Equitabl	Equivest Unit Annuity Lock Box	02/18/2011		455.00
				Check 27113 Total:	455.00
10052	FIRST NA	First National Bank	02/18/2011		325.00 2,745.00 23,807.14

Check 10052 Total:

26,877.14

Report Total:

37,472.58

**First National  
Direct Deposit  
FEBRUARY 18, 2011  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,076.87
Amy Ruthig		\$924.20
Angela Williams		\$653.37
Carol Hanus		\$1,224.56
Dave Estrada		\$996.87
David Miller		\$1,946.73
Debbie Hagen		\$498.72
Deborah Rojewski		\$2,394.05
Dennis Smith		\$268.27
Diane Zerby		\$510.03
<b>Genoa Township</b>	<b>\$26,877.14</b>	
Greg Tatara		\$2,480.20
Judith Smith		\$1,173.86
Karen J. Saari		\$956.00
Kelly VanMarter		\$1,995.97
Laura Mroczka		\$1,677.85
Michael Archinal		\$2,868.58
Renee Gray		\$1,102.07
Robin Hunt		\$1,319.22
Susan Sitner		\$660.14
Tammy Lindberg		\$961.19
Tesha Humphriss		\$1,188.39
<b>Total Deposit</b>		<b>\$26,877.14</b>

11:00 AM  
02/16/11

**#593 LAKE EDGEWOOD W/S FUND**

**Payment of Bills**

February 5 - 15, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/10/2011	1889	Brighton Analytical L.L.C.	January 2011 invoices	-268.00
Check	02/10/2011	1890	COOPER'S TURF MANAGEMENT	Inv 8795 dated 1/31/2011	-240.00
Check	02/10/2011	1891	K & J ELECTRIC, INC.	inv # 5379	-60.00
Check	02/10/2011	1892	PVS NOLWOOD CHEMICALS, INC	Inv 326099 & Credit Memo 94877	-902.00
Check	02/10/2011	1893	STATE OF MICHIGAN	Inv 681487 Groundwater permit fee	-3,650.00
Check	02/10/2011	1894	Tetra Tech Inc.	Inv 50427627 dated 2/3/2011	-121.46
Check	02/10/2011	1895	DTE Energy	Service from Dec 29, 10 - Jan 31, 2011	-4,310.92
Check	02/15/2011	1896	Livingston County Register of Deeds	Record Easement	-83.00
<b>Total</b>					<b>-9,635.38</b>

10:33 AM  
02/16/11

**#592 OAK POINTE WATER/SEWER FUND**

**Payment of Bills**

February 5 - 15, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/09/2011	1998	BRIGHTON ANALYTICAL	January 2011 invoices	-402.00
Check	02/09/2011	1999	CONSUMERS ENERGY	Dec 31, 2010 - Jan 31, 2011	-953.15
Check	02/09/2011	2000	DUBOIS COOPER ASSOCIATES INCORPORATEE	Inv 127701 dated 1/27/2011	-2,827.40
Check	02/09/2011	2001	EVERGREEN OUTDOOR, INC	Jan 12 - Jan 29 2011 invoices	-1,090.00
Check	02/09/2011	2002	FASTENAL	Inv MIBRG58505	-15.50
Check	02/09/2011	2003	GENOA TWP UTILITY FUND	Inv 032 & 033	-5,912.00
Check	02/09/2011	2004	HARTLAND SEPTIC SERVICE, Inc.	Inv 01191101 dated 1/19/2011	-4,950.00
Check	02/10/2011	2005	void		
Check	02/09/2011	2006	Lange & Leaman Electric	Sales Order # T242563	-1,653.00
Check	02/09/2011	2007	STANDARD ELECTRIC	Inv 1710189-00	-45.93
Check	02/09/2011	2008	STATE OF MICHIGAN	Inv# 681497 Groundwater Permit	-3,650.00
Check	02/09/2011	2009	TETRA TECH, INC.	Inv 50427628 dated 2/3/2011	-237.13
Check	02/09/2011	2010	HOWELLTRUE VALUE HARDWARE	Inv 049672	-6.99
Check	02/09/2011	2011	USA Bluebook	Inv 320176	-48.51
Check	02/09/2011	2012	WASTE MANAGEMENT	Inv 7100737-1389-7	-115.67
Check	02/09/2011	2013	Lang Plumbing, Inc.	Inv 10069 dated 1/19/2011	-308.10
<b>Total</b>					<b>-22,215.38</b>

10:53 AM  
02/16/11

**#592 Oak Pointe W/S Capital Improvement**

**Payment of Bills**

February 5 - 15, 2011

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



10:24 AM  
02/16/11

**#504 DPW RESERVE FUND**  
**Payment of Bills**  
**February 5 - 15, 2011**

<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

10:19 AM  
02/16/11

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
**February 5 - 15, 2011**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/09/2011	1603	CAVALIER	January 2011 statement	-19.91
Check	02/09/2011	1604	NORTHWEST PIPE & SUPPLY	Inv 109249 dated 1/6/2011	-124.06
Check	02/09/2011	1605	STANDARD ELECTRIC COMPANY	Inv 1709077-01 dated 1/14/2011	-71.12
Check	02/09/2011	1606	Staples Credit Plan	Office supplies 1/12/2011	-30.18
Check	02/09/2011	1607	TETRA TECH, INC.	Inv 50427620 dated 2/3/2011	-940.00
Check	02/09/2011	1608	USABlueBook	Inv 320176 dated 1/26/2011	-143.53
Check	02/09/2011	1609	Victory Lane Quick Oil Change	Inv 1682 dated 1/27/2011	-35.98
Check	02/09/2011	1610	WYLIE SOFT WATER	Inv 65171 date 2/2/2011	-162.96
Check	02/15/2011	1611	U.S. POSTMASTER	Oak Pte-Quartley billing Nov-Jan 2011	-270.24
<b>Total</b>					<b>-1,797.98</b>

11:04 AM  
02/16/11

**#595 PINE CREEK W/S FUND**  
**Payment of Bills**  
**February 5 - 15, 2011**

<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

## **GENOA CHARTER TOWNSHIP BOARD**

Regular Meeting

February 7, 2011

6:30 p.m.

### **AGENDA**

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

A call to the public was made with no response.

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

Moved by Ledford, 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: 01-18-11**

#### **3. Request for approval of a \$5.00 increase in refuse collection fees.**

#### **4. Consider approval for the purchase of upgrades to the BS&A Software for Assessing, Taxes, Special Assessments and Animal License at the cost of \$16,095.**

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

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

#### **5. Presentation by Ken Palka with regard to the quarterly budget analysis for Township funds as well as the first draft of budgets for 2011/2012.**

#### **A. Request for approval of amendment to budgets for the fiscal year ending March of 2011.**

Moved by Ledford, supported by Skolarus, to approve the amendment to the General Fund Budget ending March 31, 2011 as submitted. The motion carried unanimously.

Moved by Skolarus, supported by Ledford, to approve the amendment to the Liquor Law Fund No. 212 as submitted. The motion carried unanimously.

Moved by Wildman, supported by Ledford, to approve the amendment to Road Improvement Fund No. 261 as submitted. The motion carried unanimously.

Moved by Ledford, supported by Hunt, to approve the amendment to the Road/Lake Reimbursement Fund No. 264 as submitted. The motion carried unanimously.

Moved by Ledford, supported by Wildman, to approve the amendment to Future Development Parks and Recreation Fund No. 270 as submitted. The motion carried unanimously.

Moved by Skolarus, supported by Wildman, to approve the amendment to the building Reserve Fund No. 271 as submitted. The motion carried unanimously.

Moved by Ledford, supported by Hunt, to approve the amendment to the DPW Fund No. 503 as submitted. The motion carried unanimously.

Moved by Skolarus, supported by Ledford, to approve the amendment to the DPW Reserve Fund No. 504 as submitted. The motion carried unanimously.

**B. Discussion of general fund and other miscellaneous budgets with regards to the presentation of the preliminary draft for the fiscal year beginning April 1, 2011 ending March 31, 2012.**

The board took no formal action with regard to the recommended budgets. A public hearing on the budgets for Fiscal 2011 thru 2012 will be scheduled for March 21, 2011. The General Fund Budget may be viewed on the Township web site at [www.genoa.org](http://www.genoa.org). Hard copies are available at the Township hall.

**6. Request for approval of a resolution supporting the Latson Road Interchange.**

Moved by Smith, supported by Ledford, to approve Resolution No. 110207 authorizing \$1,500,000.00 in support of the Latson Road Interchange. The motion carried as follows: Ayes – Ledford, Smith, Hunt, Wildman, Skolarus and McCririe. Nay – Mortensen.

**7. Request to authorize a publication and set public hearing on February 21st, 2011 at 6:30 p.m. of an ordinance to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code.**

Moved by Smith, supported by Wildman, to approve the publication and public hearing as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nay – none.

**8. Request for approval to create a Construction Board of Appeals pursuant to the Stille-DeRossett-Hale Single State Construction Code Act (PA 230 of 1972).**

Moved by Mortensen, supported by Smith, to approve the creation of a Construction Board of Appeals (with minor changes to the document as recommended by Attorney Mancuso),

tentatively appointing Mark Leonard, Jim Barnwell and Brian Donovan to the Board of Appeals. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – none.

**9. Request for approval of Procedures for Construction Code Administration.**

Moved by Ledford, supported by Skolarus, to approve the procedures for Construction Code Administration as submitted. The motion carried unanimously.

**10. Request for approval of an ordinance to create the Genoa Charter Township Planning Commission for compliance with P.A. 33 of 2008, as amended being the Michigan Planning Enabling Act, M.C.L. 125.3801.**

Moved by Ledford, supported by Hunt, to table the request until the next regular meeting of the board. The motion carried unanimously.

**11. Request to authorize a publication and set public hearing for February 21, 2011 at 6:30 p.m. for approval of ordinance # Z-11-01 for amendments to Zoning Ordinance Articles 3 and 11.**

Moved by Smith, supported by Wildman, to authorize the publication and set the public hearing for Feb. 21, 2011. The motion carried unanimously.

**12. Request to authorize a publication and set public hearing for February 21, 2011 at 6:30 p.m. for approval of ordinance #Z-11-02 for a rezoning from LDR (Low Density Residential) to a conditional OSD (Office Service District) located at 2980 Dorr Road, Brighton, Sec. 15, petitioned by Genoa Charter Township on behalf of Livingston County United Way.**

Moved by Smith, supported by Ledford, to approve the publication and set the public hearing as requested. The motion carried unanimously.


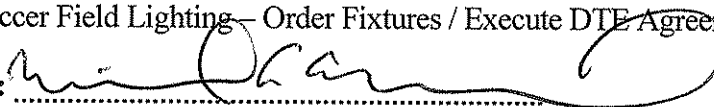
The regular meeting of the Genoa Charter Township Board was adjourned at 7:10 pm.



Paulette A. Skolarus  
Genoa Township Clerk

(Press/Argus 02/11/2011)

**MEMORANDUM**

**To:** Genoa Township Board  
**From:** Kelly VanMarter, Planning Director   
**Date:** February 17, 2011  
**Re:** Soccer Field Lighting - Order Fixtures / Execute DTE Agreement  
**Manager Review:** 

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Dear Honorable Officials and Trustees,

Attached, please find a quote from Standard Electric for the purchase of 60 fixtures to light the Township soccer fields at a cost of \$28,140.00. I have researched 3 options for fixtures and I recommend the Holophane fixtures based on cost, warranty, local representation, and spill control. The cost of these fixtures is expected to increase in March 2011 therefore I recommend approval of the quote and suggest the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to direct staff to order the soccer field light fixtures from Standard Electric Company as specified in quote number 17-4662846 dated 2/15/11 at a cost not to exceed \$28,140.00.**

We have also received the attached Line Extension Agreement, Electrical Layout, and Certificate of Grade from Detroit Edison to provide the service extension needed to power the lights. The cost for this service is \$5,591.36. I recommend the Board consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to authorize execution of the Line Extension Agreement and Certificate of Grade with DTE Energy to provide electrical service for the soccer field lighting at a cost not to exceed \$5,591.36.**

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

Sincerely,



Kelly VanMarter  
Planning Director



**Standard Electric Company**

**QUOTE**

**Brighton**

2150 Pless Drive  
 Brighton, MI 48114  
 Tel: (810) 225-3162  
 Fax: (810) 225-3186

Quote Number: **17-4662846**  
 Order Number: Quote  
 Customer Number: 210405-0

**TO:**  
 GENOA TOWNSHIP  
 900 CHILSON ROAD  
 HOWELL, MI 48843  
 PHONE: (810) 227-5225 FAX: (810) 227-3420

**SHIP TO:**  
 GENOA TOWNSHIP  
 900 CHILSON ROAD  
 HOWELL, MI 48843

Quote Date	Customer PO.	Job Number	Requested By
02/15/2011	PAVILLION LIGHTING	SOCCER FIELD	Kelly VanMarter

Ln	Qty	Mfg	Part Number	Description	Price	Ext. Price
1	52	HOL	HOLPB2C15MH4865W	HOLOPHANE PB2C-15MH-48-65W-CD2-S-64431-R FD79995 PRISMBEAM 1500W MH 480V 6x5 NEMA SPREAD W/ LAMP	\$469.00 E	\$24,388.00
2	8	HOL	HOLPB2C15MH4864W	HOLOPHANE PB2C-15MH-48-64W-CD2-S-64431-R FD80002 HOLOPHANE PRISMBEAM 1500W MH 480V 6X4 NEMA SPREAD W/LAMP	\$469.00 E	\$3,752.00

**Comment:**

**SubTotal:** \$28,140.00  
**Sales Tax:** \$0.00

**Grand Total:** **\$28,140.00**

Please do not hesitate to call with any questions.

Best Regards,  
 Joseph Genore

*10th Prox. Net 30 Days*



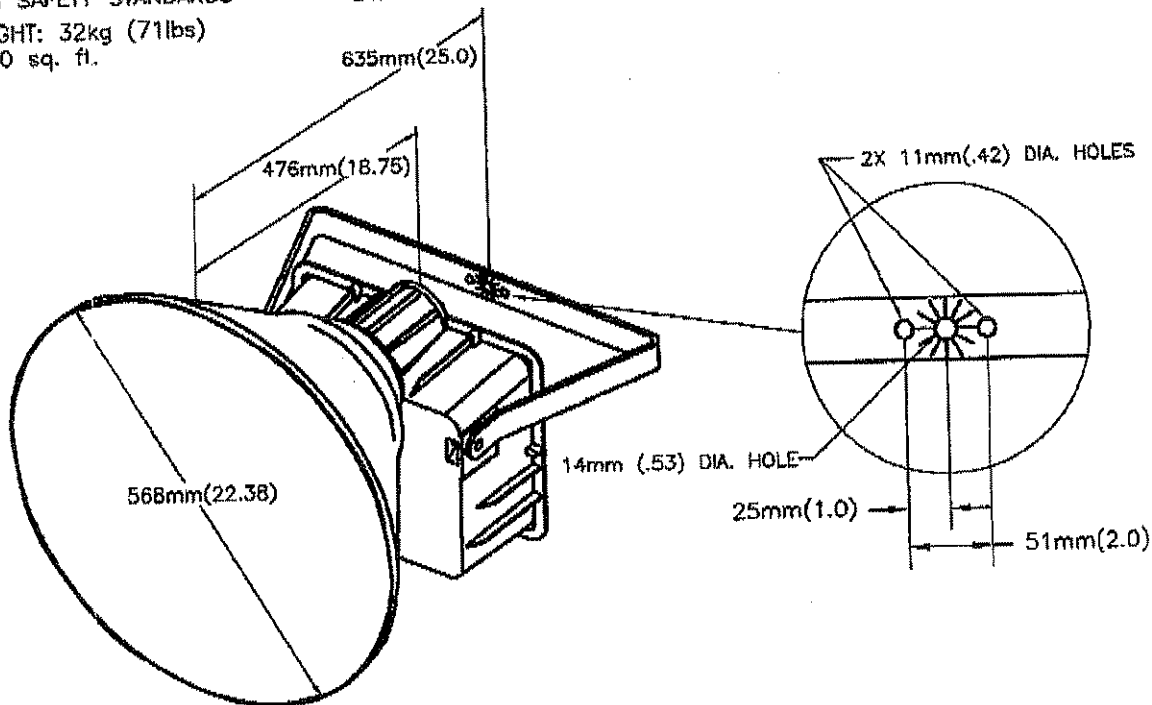
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Q1



UL LISTED TO US AND  
CANADIAN SAFETY STANDARDS  
MAX WEIGHT: 32kg (71lbs)  
EPA: 3.60 sq. ft.

# PRISMBEAM® II SERIES LUMINAIRE



**PB2 C15MH 48 — 65W CD2 S-64431**

**PRISMBEAM II**

**SOURCE & WATTAGE**

- 400HP=400W HIGH PRESSURE SODIUM
- 750HP=750W HIGH PRESSURE SODIUM
- C10HP=1000W HIGH PRESSURE SODIUM
- C10MH=1000W METAL HALIDE
- C15MH=1500W METAL HALIDE
- C16MH=1600W METAL HALIDE

**VOLTAGE**

- 12 = 120V 400HP:
- 20 = 208V
- 24 = 240V
- 27 = 277V
- 34 = 347V
- NOT WITH 750HP
- 48 = 480V
- MT = MULTITAP 750HP:
- NOT AVAILABLE
- ON C16MH

**NEMA BEAM SPREAD**

22W = 2X2 C15MH:	33N = 3X3
33N = 3X3	33W = 3X3
44N = 4X4	44W = 4X4
53W = 5X3	64N = 6X4
64N = 6X4	64W = 6X4
65W = 6X5	65W = 6X5
33N = 3X3 C16MH:	33N = 3X3
44W = 4X4	33W = 3X3
64N = 6X4	44W = 4X4
65W = 6X5	64N = 6X4
	64W = 6X4
	65W = 6X5
C10HP:	33W = 3X3
	44N = 4X4
	55W = 5X5
	65W = 6X5
	75N = 7X5
C10MH:	33N = 3X3
	44W = 4X4
	44N = 4X4
	64N = 6X4
	65N = 6X5
	65W = 6X5

**OPTIONS:(ADD TO CATALOG NO)**

- H = HEAVY DUTY COVER
- L = LOUVER (WITH 33, 44 & 55 ONLY)
- PS = PROTECTED STARTER (400HP & C10HP ONLY)

**ACCESSORIES:(ORDER SEPARATELY)**

- LAMP = LAMP
- 06387 = SINGLE WALL BRACKET REQUIRES MTG. BRACKET
- 08647 = PROTRACTOR
- 08128 = HORIZONTAL PROTRACTOR FOR VERTICAL YOKE MOUNT
- 08657-GR = MTG. ADAPTOR FOR 2" PIPE
- 08663-120 = MTG. ADAPTOR FOR 2" PIPE
- 08664-XXX = MTG. ADAPTOR FOR 2" PIPE
- 08775 = MTG. ADAPTOR FOR 2" PIPE W/PR
- PS-100 = REPLACEMENT PROTECTED STARTER FOR 400HP
- PS-1000 = REPLACEMENT PROTECTED STARTER FOR 1000HP
- F1 = SINGLE FUSING (120V, 240V & 277V ONLY)
- F2 = DOUBLE FUSING (208V, 240V & 480V ONLY)

**RFD79995 IS AN INTERNAL QUOTE REFERENCE ONLY**

**CD2= 2FT PIGTAIL CORD (16/3)**



**S-64431= SYLVANIA M1500/BU-HOR CLEAR MOGUL BASE "E" LAMP**

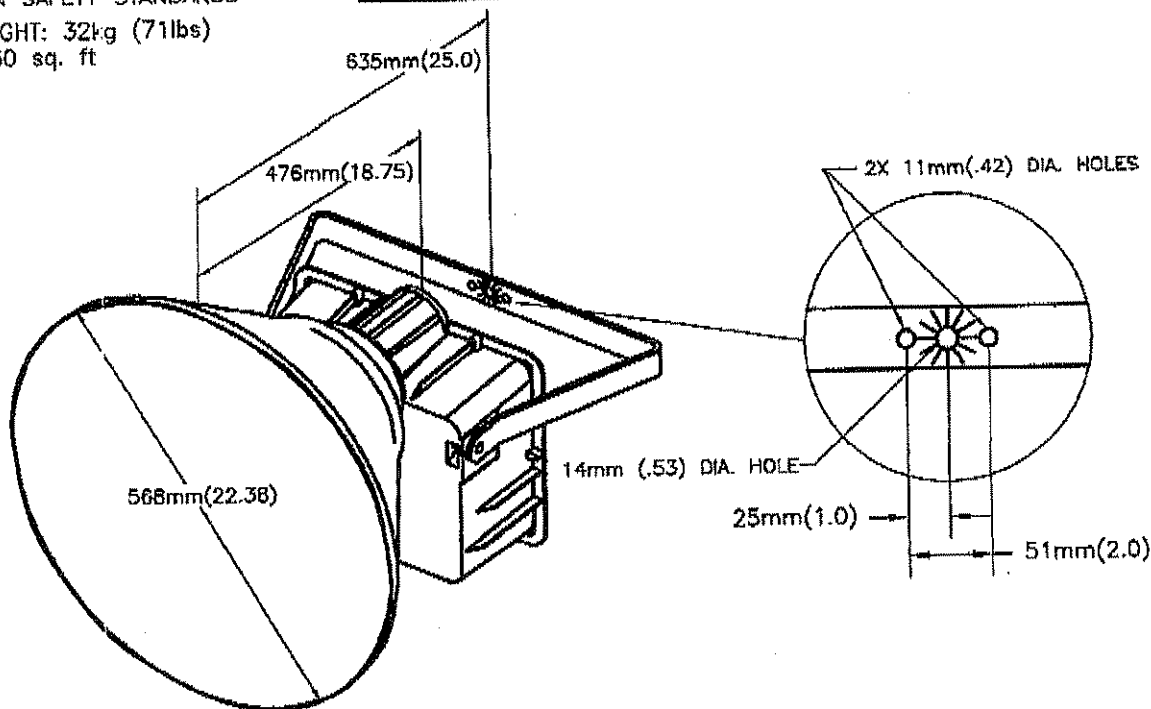
DRAWING NO.  
CAD MODEL:  
DATE:

**MA-4592**  
**PB2.DWG**  
**7/7/10**  
**SHEET 1 OF 1**

UL LISTED TO US AND CANADIAN SAFETY STANDARDS

MAX WEIGHT: 32kg (71lbs)  
EPA: 3.60 sq. ft

# PRISMBEAM® II SERIES LUMINAIRE



**PB2 C15MH 48**

**64N CD2 S-64431**

**PRISMBEAM II**

**SOURCE & WATTAGE**  
 400HP=400W HIGH PRESSURE SODIUM  
 750HP=750W HIGH PRESSURE SODIUM  
 C10HP=1000W HIGH PRESSURE SODIUM  
 C10MH=1000W METAL HALIDE  
**C15MH=1500W METAL HALIDE**  
 C16MH=1600W METAL HALIDE

**VOLTAGE**  
 12 = 120V 400HP:  
 20 = 208V  
 24 = 240V  
 27 = 277V  
 34 = 347V  
 NOT WITH 750HP  
**48 = 480V** 750HP:  
 MT = MULTITAP  
 NOT AVAILABLE  
 ON C16MH

**NEMA BEAM SPREAD**

22W = 2X2 C15MH:	33N = 3X3
33N = 3X3	33W = 3X3
44N = 4X4	44W = 4X4
53W = 5X3	64N = 6X4
64N = 6X4	64W = 6X4
65W = 6X5	65W = 6X5
33N = 3X3 C16MH:	33N = 3X3
<del>44W = 4X4</del>	33W = 3X3
<b>64N = 6X4</b>	44W = 4X4
65W = 6X5	44N = 4X4
	64N = 6X4
	64W = 6X4
	65W = 6X5
C10HP:	33W = 3X3
	44N = 4X4
	55W = 5X5
	65W = 6X5
	75N = 7X5
C10MH:	33N = 3X3
	44W = 4X4
	44N = 4X4
	64N = 6X4
	65N = 6X5
	65W = 6X5

**OPTIONS:(ADD TO CATALOG NO)**

H = HEAVY DUTY COVER  
 L = LOUVER (WITH 33, 44 & 55 ONLY)  
 PS = PROTECTED STARTER (400HP & C10HP ONLY)

**ACCESSORIES:(ORDER SEPARATELY)**

LAMP = LAMP  
 06387 = SINGLE WALL BRACKET REQUIRES MTG. BRACKET  
 08647 = PROTRACTOR  
 09128 = HORIZONTAL PROTRACTOR  
 FOR VERTICAL YOKE MOUNT  
 08657-GR = MTG. ADAPTOR FOR 2" PIPE  
 08663-12D = MTG. ADAPTOR FOR 2" PIPE  
 08664-XXX = MTG. ADAPTOR FOR 2" PIPE  
 08775 = MTG. ADAPTOR FOR 2" PIPE W/PR  
 PS-100 = REPLACEMENT PROTECTED STARTER FOR 400HP  
 PS-1000 = REPLACEMENT PROTECTED STARTER FOR 1000HP  
 F1 = SINGLE FUSING (120V, 240V & 277V ONLY)  
 F2 = DOUBLE FUSING (208V, 240V & 480V ONLY)

**RFD 80002 IS AN INTERNAL QUOTE REFERENCE ONLY**

**CD2= 2FT PIGTAIL CORD (16/3)**



**S-64431= SYLVANIA M1500/BU-HOR  
 CLEAR MOGUL BASE "E" LAMP**

DRAWING NO.  
 CAD MODEL:  
 DATE:

**MA-4692**  
**FB2.DWG**  
**7/7/10**  
**SHEET 1 OF 1**



37849 Interchange Drive  
Farmington Hills, MI 48335

**DTE Energy**



*Detroit Edison*

Friday, December 3, 2010

Genoa Township Hall  
2911 Dorr  
Howell, MI 48843

**Regarding: 2911 (front) Dorr Rd - Howell, MI, Genoa Township**

Enclosed are two (2) copies each of the Line Extension Agreement and the Electrical Drawing for the address referenced above. Please make sure that the information on these documents agrees with the information in your building plans. When you are satisfied that the information is correct, please sign one (1) copy of each.

Also included for your signature are the Certificate of Grade documents. Please note that **two** (2) copies of the Certificate of Grade document are required. Return the signed documents to me along with a check payable to Detroit Edison for \$5,591.36. To ensure proper credit of your payment, the contract number should be indicated on your remitted check. Keep the "Customer Copy" documents for your records.

When we receive the signed documents and your check, we will proceed to schedule the work necessary to provide electric service to your development. If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

A handwritten signature in black ink that reads "Dean A. Aronson". The signature is fluid and cursive.

Dean A Aronson

Planner

248-427-2902

aronsonda@dteenergy.com

Enclosures:

Two copies of the Line Extension Agreement  
Two copies of the Electrical Layout (Attachment A)  
Three copies of the Certificate of Grade

**Line Extension Agreement for  
Commercial or Industrial Customers  
No. 1448301170**



**"Edison" and "Customer" make this agreement for consideration of the promises in the Agreement.**

**"Edison" is:**

The Detroit Edison Company  
37849 Interchange Drive  
Farmington Hills, MI 48335

**"Customer" is:**

Genoa Township Hall  
2911 Dorr  
Howell, MI 48843

**Background Statement:** Customer requests Edison to install a 277/480 volt ac, single phase electric service at 2911 (front) Dorr Rd - Howell, Mi, Michigan in Genoa Township, for a underground extension, service cost pending location of meter (SIC Code Civic and social associations 8641) business. To do this, Edison must construct a "Line Extension" shown on Attachment A, Edison electrical layout No. 31907369 dated 10/20/2010 (which is part of this Agreement). Under Michigan Public Service Commission rules, Edison is permitted to require payment before constructing the Line Extension.

**Edison and Customer agree to the following terms:**

**1. through 13.** (on page 2 of this Agreement)

**14. Payment Breakdown** - There are standard (fixed and variable) costs involved each time construction of a System is planned. Detroit Edison calculates standard costs, which are divided into two categories: A) Non-Refundable Costs and B) Refundable Construction Advance. If required, additional costs for upgrading the system to accommodate the new load of the customer are included as: C) System Work.

**A. Non-Refundable Costs**

1. 150 trench feet x \$4.30	\$	645.00	
2. 100 transformer kVA x \$7.50	\$	750.00	
3. Acquiring Permits/Rights-of-Way	\$	0.00	
4. Underground vs. Overhead Costs for Perimeter/Offsite Extensions	\$	0.00	
5. Winter Construction Costs 0 feet x \$1.00	\$	0.00	
6. Unusual Construction Costs	\$	0.00	
7. Total Non-Refundable Costs			\$ 1,395.00

**B. Refundable Construction Advance**

1. Estimated Cost of Construction	\$	10,283.58	
2. Non-Refundable Contribution	\$	(1,395.00)	
3. Standard Allowance (2 year Distribution Tariff Credit) Version 5 <small>(Note: See Attachment C if this project involves more than one customer to be immediately served upon completion of this extension.)</small>	\$	(4,692.22)	
4. Total Refundable Construction Advance			\$ 4,196.36

**C. System Work**

1. System Modification	\$	0.00	
2. Remaining Standard Allowance	\$	0.00	
3. Total System Work			\$ 0.00

**Total Payment Due** \$ 5,591.36

**Edison:** (sign) \_\_\_\_\_ **Title:** Supervisor **Date:** 12-3-2010  
Mark J. Cetnor

**Customer:**(sign) \_\_\_\_\_ **(print)** \_\_\_\_\_ **Date:** \_\_\_\_\_

(sign) \_\_\_\_\_ **(print)** \_\_\_\_\_ **Date:** \_\_\_\_\_

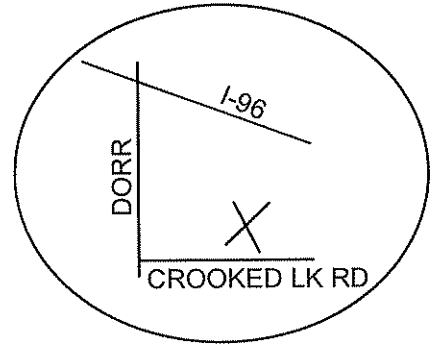
## Line Extension Agreement for Commercial or Industrial Service

1. **MPSC Rules** - This agreement is subject to the Michigan Public Service Commission Rules, including Rule C-6.1 "Extension of Service", Rule C-6.3 "Underground Distribution Systems" and Rule C-6.4 "Underground Service Connections" both represented here in condensed form.
2. **Underground Line Extension**- Customer agrees to provide the following on Customer's property: a) all necessary trenching backfilling, conduits, and manholes, and b) suitable space and necessary foundations for padmounted transformers, primary switching equipment, and all other above grade equipment.
3. **Non-Refundable Cost** - The Customer agrees to contribute a portion of the cost needed to construct the Line Extension. This amount is included in the "Estimated Cost of Construction" total. The "Non-Refundable Contribution" is calculated separately (Part 14.A1 and A2) on the first page of this agreement and then deducted from the "Refundable Construction Advance."
4. **Refundable Construction Advance** - The Customer pays an upfront portion of the cost to construct the line extension, a portion of which may be refundable. (Refer to **Refunds**, Paragraph 8 below.)
5. **Standard Allowance** - The Standard Allowance amount is calculated as follows: two (2) times the estimated average annual revenue anticipated to be collected from Customer (see Attachment C). This credit is based on a distribution tariff revenue. This is a standard amount that Edison agrees to contribute to the servicing of a customer. This amount is seen as a credit and deducted from the "Estimated Cost of Construction" total.
6. **Total Payment** - When Customer signs this Agreement, Customer agrees to pay Edison the "Total Payment" calculated on the front of this Agreement. The "Total Payment" calculation may include additional non-refundable costs for the services performed by Edison in addition to those understood as standard services.
7. **Right-of-Way** - Before Edison constructs the Line Extension, Edison requests Customer to provide (without cost to Edison) all rights of way and line clearance permits required for the Line Extension. Edison will assist Customer in this process by giving Customer the appropriate land owners's names, the right-of-way forms for signatures, and a sketch of the proposed Line Extension route. If Customer cannot obtain the required signatures, Edison will extend its line on a alternate route. However, an alternate route may result in additional costs to Customer. If additional costs are not paid after Edison submits to Customer the costs of using an alternate route, Edison may cancel this Agreement after giving the Customer five days written notice.
8. **Refunds** - At the end of the first complete 12 month period immediately following the date of completion of the Line Extension, Edison will compute the actual revenue provided during the previous 12 months. If the actual annual revenue multiplied by "2" exceeds Edison's estimated annual revenue, this amount will be refunded to the original customer. Refunds will also be paid for additional new customers directly connected to the financed extension during the refund period and are calculated as follows: the amount of any such refund shall be equal to 2 times the actual annual revenue or \$500 (whichever is greater) for each customer who is subsequently connected directly to the facilities financed by the original customer. Directly connected commercial and industrial customers are those who do not require payment of a refundable construction advance. The total refund shall not exceed the total refundable construction advance. Edison will keep any part of the Refundable Construction Advance that has not been refunded within five years after completion of the Line Extension. If this Agreement is terminated, Edison will refund, without interest, all payments made by Customer under this Agreement. Edison reserves the right to obtain and apply refunds to any outstanding monies owed to the Company by same customer.
9. **Damage to System** - If Customer, its contractors, agents, employees, successors and assigns cause damage to the System, then Customer must reimburse Edison for all costs arising out of the damage. This includes damages caused by grade changes, which create hazards or make the facilities difficult to maintain. ***Edison reserves the right to keep portions of the Refundable Construction Advance that have not been refunded, to offset costs arising out of the damage.***
10. **Easements** - Customer agrees to give Edison easements (10 ft. wide or wider if required by field conditions) for the Line Extension.
11. **Assignment and Notices** - Customer agrees not to **assign** this Agreement, other than the refunds of the advance, without Edison's written consent; all **notices** required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed at the beginning of this Agreement.
12. **Construction Postponement** - Scheduling of construction shall be done on a mutually agreeable basis to Edison and the Customer. However, if Edison believes that the customer will not be prepared to receive electric service on the expected construction completion date, then Edison may notify Customer in writing of the postponement of the construction start date and delay when electric service will be available to Customer. Edison will begin to construct the System when all of the customers are prepared to receive electric service on the anticipated date of completion of the System construction.
13. **Entire Agreement** - This Agreement contains the entire Agreement between the parties, and supersedes any previous oral or written representations of agreements.



**SOCCER FIELD**

135734-386473  
135755-386472



IN 15 KV 1C #2AL 175XLPE&J

②

150'

①

IN PF K1714-2  
IN 7.6KV 240/120V 50  
IN BOX PAD SM  
IN DET 17261  
IN 7.6KV 240/120V 50  
IN BOX PAD SM  
IN DET 17261

③

RETAG ~~CE K926~~  
PF K1714-1  
IN L BRK ELBOW TERM 2 A

2911  
DORR  
GENOA TWP  
HALL

**SOCCER FIELD**

ADDITIONAL COSTS WILL BE DETERMINED WHEN  
CUSTOMER METERING IS INSTALLED @ \$11.00 PER  
TRENCH FOOT FROM TRANSFORMER TO METER.

○ RETAG ~~CE K926~~  
PF K1714

CROOKED-LK

**ATTACHMENT "A"**

Work Order # 31907317	Work Order Description UNDERGROUND CONSTRUCTION-2911 DORR	GIS-DSN 31907366	SRW 31907368	PH	PLC
Service Center HOWELL	Circuit #1 DC 9797 FLINT	Circuit #2	COH	COS	CUG 31907376
Worksite City HOWELL	Worksite Twp. LIVINGSTON	Worksite County LIVINGSTON			
Town T2N	Range R5E	Section 14	Qtr SW	Planner Name Aronson, Dean A	248 427-2902
Plot Date 12-02-2010	CUE Request # 197712	Version 1	Scale 1" = 100'	Target Finish Date	

37849 Interchange Drive  
Farmington Hills, MI 48335

**DTE Energy**



*Detroit Edison*

Friday, December 3, 2010

Genoa Township Hall  
2911 Dorr  
Howell, MI 48843

## Certificate of Grade

**W.O. 31907369**

**Subject: underground extension,service cost pending location of meter**

I/We, the undersigned, hereby certify to the Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities for the above subject development have been completed within four (4) inches of the final grade.

I/We, further agree that a stake will be placed at the location for each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison underground construction Drawing No. 31907369 for this development is in our possession and will be used for this purpose.

Approval:

---

Name and Date (Print)

---

Name and Date (Print)

---

Signature and Date

---

Signature and Date

---


Title and Company (Print)

---

Title and Company (Print)

## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 2/18/11

RE: East and West Crooked Lake Aquatic Weed Control

Public Act 188 provides for the special assessment of properties benefiting from a specific improvement. The Act is quite flexible in how the costs should be spread. The petitions circulated by the property owners included lots that fronted on the lakes. Some parcels were included in Northshore Woods that are not contiguous to the water's edge so they have been removed. The previous iteration also did not include non-riparian parcels that have deeded access to the lakes.

For your consideration this evening is a proposed special assessment role that includes all properties that have the right to moor a boat on the lakes. This includes the dock-uminiums at Oak Pointe and a few old keyholes. The costs are spread on a pro-rata basis. At \$19,500 per year for five years with 459 parcels the cost is \$42.48 per parcel per year.

I look forward to discussing this matter with you on Monday night.

**Resolution No. 1**  
**To Proceed with the Project and Direct Preparation of the Plans and Cost Estimates and**  
**Establish the First Public Hearing**

Public Act 188 of 1954 Proceedings  
Genoa Charter Township  
Livingston County, Michigan

Excerpts from Minutes of a Regular Meeting of the Township Board held at the Township Hall  
on **February 21, 2011**

Members Present:

Members Absent:

---

The supervisor reported that at its January 18<sup>th</sup>, 2011 meeting the township board was presented with information from affected property owners indicating a strong desire to proceed with a special assessment district for aquatic weed control on East and West Crooked Lakes.

The supervisor further reported that the township board had directed staff to prepare this resolution and proceed towards the establishment of a special assessment district, initiated by the township, for the purpose of aquatic weed control on East and West Crooked Lakes.

Motion was then made by \_\_\_\_\_, seconded by \_\_\_\_\_, and carried directing the Tri-Lakes Association to proceed with the plans for the improvement, the location thereof, and an estimate of the costs of the same.

The Tri-Lakes Association report was received showing the improvement, the location thereof and an estimate of the costs of the same. These plans and estimates were presented to the board for their consideration. The total estimated cost was in the amount of \$19,500 annually.

Motion was next made by \_\_\_\_\_, seconded by \_\_\_\_\_, and carried ordering the plans and estimates to be filed with the township clerk for public examination.

Motion was then made by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the following Resolution:

**RESOLUTION**

BE IT HEREBY RESOLVED that the township board does hereby tentatively declare its intent to provide weed control to East and West Crooked Lakes within the following described area: The 459 parcels located with Genoa Charter Township that access East and West Crooked Lakes.

*(See attached list of tax identification numbers)*

BE IT FURTHER RESOLVED that the township board does tentatively designate the Special Assessment District against which the costs of the improvement is to be assessed as East and West Crooked Lake special assessment district No. 1, which shall include the lands and premises more particularly described above.

BE IT FURTHER RESOLVED that a hearing on any objections to the special assessment, the estimate of costs, and to the Special Assessment District proposed to be established for the assessment of the costs of such improvement, shall be held on Monday, March 7, 2011; at a regular meeting of the township board of the Genoa Township Hall at 2911 Dorr Road, Brighton, Michigan 48116, commencing at 6:30 p.m.

BE IT FURTHER RESOLVED that the clerk be instructed to give the proper notice of such hearing by mailing and publication in accordance with law and statute provided.

BE IT FURTHER RESOLVED that all Resolutions and parts of Resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

Upon roll call vote, the following voted "Aye":

The following voted "Nay":

Abstain:

The supervisor declared the motion carried and the resolution was duly adopted.

Township Clerk Signature: \_\_\_\_\_

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





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Caledonia, MI 49316  
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Fax (616) 891 -0371  
(800) 382 -4434

**Minnesota Branch**

P.O. Box 326  
equot Lakes, MN 56472  
Phone (218) 568 -5379  
Fax (320) 210 -0904  
(866) OUR -LAKE

**South Carolina Branch**

46 Veronica Road  
Georgetown, SC 29440  
Phone (843) 293 -1525  
Fax (843) 293 -1526  
(866) PRO -LAKE

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- ◆ Pond Management
- ◆ Fountains
- ◆ Biological Control

October 2, 2008

Tri Lakes Association  
Attn: Mike Breazeale  
4828 Grover Drive  
Brighton, MI 48164

**RE: Draft Proposal for the Chemical Control of Eurasian watermilfoil in East and West Crooked Lakes.**

**Professional Lake Management** will provide a lake management program for the control of exotic weeds and/or algae in **East and West Crooked Lakes for the 2009 season.**

**Management program for 2009 using Fluridone (Sonar A.S.):**

**April/May of 2009:** Treatment of entire lakes, applying restrictive product Sonar A.S. "Fluridone" for the control of Eurasian watermilfoil. If required an algae treatment will be performed in conjunction with initial treatment free of charge.

Cost of Fluridone treatments at 6 ppb: East Crooked: \$24,600.00 to \$30,066.00  
West Crooked: \$10,416.00 to \$12,730.00

If the bump up treatment requires more than 3 ppb, then cost will be \$2,733.00 (East) and \$1,157.00 (West) per additional ppb. (ppb=parts per billion)

**Note:** Treatments of Eurasian Watermilfoil for the 2010 season will be limited and/or may not be required. Fluridone treatments may have residual effect on Milfoil growth two to four years after initial treatment. Curly Leaf Pondweed may require treatment in the following seasons.

**Note:** Additional fees will be required based on DEQ policy when using Fluridone. The DEQ requires: permit fees, fastest (measurements of ppb of Fluridone in the water body through the year, water quality, lake management plans, and surveys.) Cost per fastest: \$150.00 Cost per survey: \$250.00. Permit fee: \$1,500.00. Lake Management Plan: \$1,250.00

**Suggested budget for 2009 using Fluridone:**

April/May: Fluridone treatments 6ppb:	\$35,016.00 to \$42,796.00
<u>Additional requirements by DEQ: ~</u>	<u>\$10,500.00 to \$10,500.00</u>
<b>Estimated total cost for treatments:</b>	<b>\$45,516.00 \$53,296.00</b>

**Management program for 2010 - 2013:**

Products to be applied: Navigate (granular 2,4-D), Renovate, Aquathol K, Hydrothol 191, Reward and non-water restrictive products such as Nautique, Copper Sulfate, Cutrine-Plus, Cygnet Plus and shade as a tracer.

**Unit cost per acre.**

Navigate:	\$380.00
Renovate OTF:	\$450.00
Reward:	\$215.00
Aquathol K/Hydrothol 191:	\$205.00
Algaecides:	\$40.00
Survey (both Lakes):	\$750.00

**Estimated** cost for management for the next four years, after Fluridone is used in 2009:

2010 year	\$5,500.00 - \$8,000.00
2011 year:	\$7,800.00 - \$9,200.00
2012 year:	\$9,200.00 - \$12,000.00
2013 year:	\$10,000.00 - \$15,000.00

**Estimated cost for treatments 2008 thru 2012: \$78,016.00 to \$97,496.00**

**Water Quality Program:**

The water quality program consists of two samples, occurring in the spring, and late summer each season. Parameter such as secchi disc, pH, D.O., conductivity, alkalinity and nutrient sampling of total nitrogen and total phosphorus give us the ability to monitor lake trends more efficiently. This information will enable us to include the trophic status of your lake. The program also tests your water for Fecal bacteria (E. Coli), in mid-summer which can determine the condition of your lake and if the water is safe for swimming. Reports will be issued annually in the fall.

Cost for Water Quality Program: \$750.00 (both lakes)

**Contract Period:**

**Multiple Year Treatment Program:** As an incentive to establish a multiple year agreement we will treat your lake or pond at the same price structure as 2009 for 2010!!! The remaining three years (2011, 2012 and 2013) will have cost increases of (3%) three percent per year or less. If total chemical cost increases 10% from the previous year a new agreement will have to be mutually acceptable. If during the life of the contract the DEQ or other regulatory agencies significantly change the approved treatment procedures, either party may terminate this agreement upon giving ninety (90) days advance written notice thereof.

**One Year Treatment Program:** Pricing is based on the type and the amount of vegetation or algae present at the time of treatment, as well as, the products applied. Unlike the multiple year program, an agreeable price structure is not contracted into a one-year program. Therefore, an increase in the cost of products, labor, or changes made by the DEQ or other regulatory agencies may have a drastic effect on the pricing for following years.

**Permit Fee:**

Professional Lake Management is responsible for completing and submitting aquatic nuisance permit applications. Professional Lake Management will send an invoice or statement for the yearly DEQ permit application fee. It is your responsibility to send a check made out to the "State of Michigan" to our office. We must include this check with the DEQ permit application. A non-refundable fee of \$200.00 will be applicable if lake is not treated after obtaining the DEQ permit.

**Posting of Treatment Areas:**

Posting of shoreline treatment areas is the responsibility of Professional Lake Management and will be conducted according to MIDEQ regulations. Signs will be attached to thick barked trees, posts or other suitable fixtures already on site. If homeowners wish to have signs posted in designated areas or on specific fixtures they must notify Professional Lake Management, providing lake address, location of property, and where the signs are to be posted. Pictures are the most informative way to relay this information. Notification of alternate posting must be made at least 14 days prior to treatment and additional fees may apply. The removal of posting signs after the restrictions have expired is the responsibility of the homeowner.

**Notification of Treatments:**

It is your responsibility to notify each resident within **100 feet** of the treatment area **at least seven days** in advance, **but no more than forty-five days** prior to the first treatment date that products will be applied to the lake. This notification requirement **must** be administered to each and every property

owner within 100 feet of any treatment area. Professional Lake Management will provide a tentative treatment schedule and the **Notice** of proposed products to be used during the spring of each year. We will also notify resident within 100 feet of the treatment areas on the day of treatment.

**Non-Target Species:**

Please be aware that we only control weeds and algae **present** at time of treatment. Emergent vegetation (cattails, bulrush, purple loosestrife), lily pads, eel grass and sago pondweed require separate programs for control and are not addressed unless specifically mentioned in the management program. We have no control over future weed or algae growth based on the current chemicals registered for aquatic use in Michigan.

**Invoicing and Payments:**

Professional Lake Management will submit an invoice following treatment that will include the following information; lake and/or pond(s) treated, date of treatment and type of treatment or acres treated. Monies will be due net fifteen (15) days after each treatment. Interest of 1.25% will be added to your bill for each additional sixty (60) days that payment is not received.

**Liability Issues:**

We are responsible for workman's compensation and liability insurance for the duration of the contracted period.

Professional Lake Management is not responsible for fish loss due to low oxygen levels caused during warm water conditions.

Please sign; check multiple or one year program and return one copy of this proposal as our contract.

For further clarification or modifications please contact.



Steve Hanson, MS Fisheries  
Regional Manager  
Professional Lake Management

For: **Tri Lakes Association (Crooked Lakes)**

Multiple-Year Program \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**



Fax: 616-891-0371  
 Email: [steve@prolakesgmt.com](mailto:steve@prolakesgmt.com)

## Current Conditions in the Lake

### Aquatic Vegetation

The Tri Lakes submersed plant communities are dominated by Eurasian watermilfoil. The lakes also have native species, including Chara, Variable, Illinois and Large leaf pondweeds.

The macrophyte communities of Tri Lakes are reasonably diverse (Table 1 & 2). However, many native plant species may have already died off due to the late survey date. A complete vegetation survey should be conducted during the growing season in 2008 to document all the aquatic plants present in the lakes.

Of the plants listed in the tables, all but Eurasian watermilfoil and Curly leaf pondweed are native North American species. Eurasian watermilfoil and Curly leaf pondweed are non-indigenous aquatic nuisance species, i.e., plants from other places, which cause considerably more problems than most native species. Eurasian watermilfoil can attain nuisance levels of growth at almost any time of year.

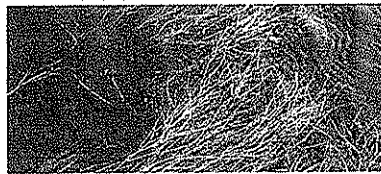
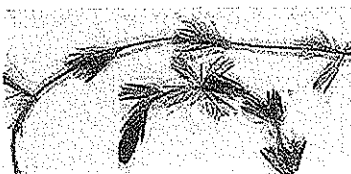
The native plant species in Tri Lakes benefit the lakes, performing such functions as stabilizing sediments and providing habitat for fish and other aquatic organisms. In general, native species cause substantially fewer problems than the exotic plant species. At the time of the October 2007 vegetation survey, Eurasian watermilfoil had become exceedingly dense to cause problems in the lake.

**Table 1 Plant Species Found In  
West Crooked Lake**

Common Name	Scientific Name
<b>Submersed Plants</b>	
Eurasian watermilfoil	<i>Myriophyllum spicatum</i> L.
Illinois pondweed	<i>Potamogeton illinoisensis</i>
Large leaf pondweed	<i>Potamogeton amplifolius</i>
Muskgrass	<i>Chara</i> sp
Variable pondweed	<i>Potamogeton gramineus</i>
Whitestem pondweed	<i>Potamogeton praelongus</i>
American pondweed	<i>Potamogeton americanus</i>
Floating leaf pondweed	<i>Potamogeton natans</i>
Sago pondweed	<i>Potamogeton pectinatus</i>
Bladderwort	<i>Utricularia vulgaris</i>
Naiad	<i>Najas flexilis</i>
<b>Floating-Leaved Plants</b>	
Water lily	<i>Nymphaea tuberosa</i> Paine
Spatterdock	<i>Nuphar</i> sp.
<b>Emergent Plants</b>	
Cattail	<i>Typha latifolia</i> L.
Arrowhead	<i>Sagittaria graminea</i>
Bulrush	<i>Scripus</i> spp.

**Table 2 Plant Species Found In  
East Crooked Lake**

Common Name	Scientific Name
<b>Submersed Plants</b>	
Eurasian watermilfoil	<i>Myriophyllum spicatum</i> L.
Curly leaf pondweed	<i>Potamogeton crispus</i>
Illinois pondweed	<i>Potamogeton illinoisensis</i>
Muskgrass	<i>Chara</i> sp
Whitestem pondweed	<i>Potamogeton praelongus</i>
Sago pondweed	<i>Potamogeton pectinatus</i>
Wild Celery	<i>Vallisneria americana</i>
<b>Floating-Leaved Plants</b>	
Water lily	<i>Nymphaea tuberosa</i> Paine
Spatterdock	<i>Nuphar</i> sp.
Watershield	<i>Brasenia scherberi</i>
<b>Emergent Plants</b>	
Cattail	<i>Typha latifolia</i> L.
Arrowhead	<i>Sagittaria graminea</i>
Bulrush	<i>Scripus</i> spp.



## Management Strategies for Tri Lakes

### Eurasian watermilfoil *Management Goals*

Sago pondweed

Illinois pondweed

- The primary goal of aquatic plant management should be to control exotic aquatic plants. The exotic plant species, Eurasian watermilfoil, should be controlled throughout Tri Lakes. The abundance of these species should be reduced to the maximum extent possible, and efforts should be made to reduce their recovery after treatment.
- Species diversity and sufficient cover of native plants to provide fish habitat shall be maintained in the lake. Native plants should be managed to encourage the growth of plants that support the Tri Lakes fishery (by creating structure and habitat) provided that they do not interfere with recreational uses of the lake (e.g., swimming, water skiing, boating, and sailing) in high-use areas. Where they must be managed, management techniques that reduce the stature of plants without killing them (e.g., harvesting, contact herbicides) should be used whenever possible. Specific areas should be set aside where native plants will not be managed, to provide habitat for fish and other aquatic organisms. Muskgrass (*Chara*) should be allowed to grow throughout the lake, except where it grows so tall as to interfere with boating and swimming.
- Conditions in Tri Lakes should not be allowed to deteriorate below present levels. Efforts to reduce nutrient and sediment loading should begin, with the realization that they will help prevent further deterioration but probably not improve water quality. Expansion of aquatic plant problems should trigger an adjustment in the aquatic vegetation management strategy. To support such responses, an annual record of vegetation, water quality and management should be maintained.

### *Strategies for Achieving Lake Management Goals*

#### Aquatic Plant Management

Areas of the lake that support vegetation *will* grow plants, despite intense efforts to remove them. The goal of aquatic plant management is not to remove all vegetation, but to control the types of plants that grow in the lake and the height of plants, to minimize interference with human activities. In general, native plants interfere less with recreation and other human activities than exotic species. In addition, native vegetation provides important benefits to a lake, including stabilizing sediments, providing habitat for fish and other aquatic organisms, and slowing the spread of exotic plant species.

The non-native plant species, Eurasian watermilfoil, should be controlled wherever present, using selective methods that minimize damage to native aquatic vegetation. This exotic species typically concentrates its biomass at the water's surface where it strongly interferes with boating, swimming and other human activities. This growth form also allows exotic plants to displace native plants and form a monospecific (i.e., single species) plant community, which provides lower quality habitat than that provided by a diverse community of native plants. Control of exotic plant species will minimize interference of plant growth with human activities and allow recovery of the native vegetation of the lake.

Aquatic herbicides currently represent the most reliable, effective means for controlling Eurasian watermilfoil. There are currently three systemic herbicides, trichlopyr (Renovate), 2,4-D (Navigate) and fluridone (Sonar) that can be used to achieve long-term, selective control of Eurasian watermilfoil. Systemic herbicides are capable of killing the entire plant. Several contact herbicides, including diquat (Reward) can also provide short-term control of Eurasian watermilfoil. These herbicides kill only the shoots of the plant, and plants regrow relatively rapidly from their unaffected belowground parts.

Harvesting of Eurasian watermilfoil is not recommended. This plant spreads by fragmentation and regrows significantly more rapidly than most native plant species; thus continued harvesting typically leads to nearly complete domination of the aquatic vegetation by Eurasian watermilfoil.

At this time, there are no proven techniques capable of providing long-term control of curly leaf pondweed. Should cost-effective, environmentally acceptable long-term controls be developed, they should be implemented in Tri Lakes. Short-term control of curly leaf pondweed is easily achieved using low dose rates of a number of aquatic herbicides, including fluridone (Sonar), endothall (Aquathol-K, Hydrothol 191) and diquat (Reward).

Native plants provide many important benefits to lakes, including stabilizing sediments and providing habitat for fish and other aquatic organisms. Many of the native species are difficult to control using herbicides, and the MI-DEQ is reluctant to issue permits for their control. If successful control of Eurasian watermilfoil results in an expansion of native plants to the point where control is required, harvesting would be the best control method. Unlike Eurasian watermilfoil, most native plants do not regrow rapidly after harvesting, and a single harvest is often sufficient to control them for the entire summer. Normally low-growing species, such as muskgrass (*Chara*) should not be controlled unless unusually fertile growing conditions allow them to grow tall in areas of high recreational use.

### Monitoring

It is important to maintain a record of lake conditions and management activities. Vegetation surveys monitor types and locations of plants in the lake, providing information that is essential to the administration of efficient, cost-effective control measures. Vegetation surveys also document the success or failure of management actions and the amount of native vegetation being maintained in the lake. Water quality monitoring can identify trends in water quality before conditions deteriorate to the point where remediation is prohibitively expensive or impossible. Records of past conditions and management activities also help to keep management consistent despite changes in the membership of the Lake Board. Records should include (at a minimum):

- Temperature, dissolved oxygen and Secchi disk depth should be measured in the lakes. Temperature and dissolved oxygen profiles should be obtained in the deep hole, so as to monitor the timing and extent of oxygen depletion in the hypolimnion (i.e., bottom water).
- Total phosphorus and nitrates should be measured in the surface and bottom water at least twice per season (spring and late summer) to monitor nutrient accumulation in the hypolimnion.
- Chlorophyll should be measured in at least one location on each waterbody to provide a better measure of algal (phytoplankton) growth in the lakes.
- Lake vegetation should be surveyed and mapped twice a year (late-spring and late summer/early fall) to document the results of plant management efforts and provide information necessary for planning future management.

### Nutrient Loading Abatement

Lakeshore property owners should be encouraged to use phosphorus-free fertilizers on lawns and other areas that drain into Tri Lakes or the adjacent wetlands. Lakeshore residents should also be encouraged to manage their waterside landscapes according to the recommendations outlined in publications on this topic available from the MSU Extension.

It is also important to remember that rooted plants derive most of their key nutrients from the sediments; thus they respond slowly, if at all, to reductions in nutrient loading. In fact, if reductions in nutrient loading lead to improved water clarity, the growth of rooted plants will probably increase.

### Prevention

Eurasian watermilfoil was almost certainly introduced to Tri Lakes by plant fragments carried on boats and/or boat trailers. A variety of other troublesome exotic plants and animals can be introduced to Tri Lakes this way. Preventing their inadvertent introduction to Tri Lakes can significantly lower the cost of future lake management. Education can be an effective preventative measure. Newsletter articles should alert lake residents to the threat from exotic nuisance plants

and animals. Warning signs should be erected at the boat launch that encourages boaters to clean boats and trailers when launching or removing watercraft from the lake.

### *Aquatic Plant Management Options*

#### Option 1 — Conventional Herbicide treatments (2008)

Treatments with the herbicides, Triclopyr and 2,4-D, in localized treatment areas to slow the spread of Eurasian watermilfoil should be conducted. The herbicides Triclopyr (Renovate) and 2,4-D, control Eurasian watermilfoil with little or no impact on most native plant species. Since they are systemic herbicides, they can actually kill Eurasian watermilfoil plants. Under ideal conditions, several consecutive annual applications of Triclopyr or 2,4-D can reduce Eurasian watermilfoil to a maintenance (low) abundance. For this strategy to succeed, it is necessary to treat all the Eurasian watermilfoil in the lake each time they are applied. Recent Michigan regulation restricting 2,4-D use in the vicinity of drinking water wells may result in the inability to apply 2,4-D near the shoreline of the lake.

Triclopyr is a systemic herbicide with selectivity very similar to 2,4-D. Triclopyr is not subject to the well setback restrictions that currently affect 2,4-D. Therefore, Triclopyr can be used to control Eurasian watermilfoil in near shore areas. A combination of both systemic herbicides in Tri Lakes would greatly reduce the growing Eurasian watermilfoil problem.

Reward is used in areas that contain a mix of Eurasian watermilfoil and Curly leaf pondweed, have limited water movement, or limited treatment areas. Being a contact herbicide the contact time is less than required with Renovate (Triclopyr) making Reward more effective in these areas.

Contact herbicides such as Aquathol K, Hydrothol 191, and Reward will be used to control Curly leaf pondweed since Curly leaf is not affected by Renovate. One application in the spring of each season typically provides control throughout the summer.

Mechanically harvesting nuisance native vegetation is environmentally safe and can provide immediate relief from dense native vegetation that impedes recreational activities and aesthetic values. **Mechanical harvesting should not be conducted near or in any area infested with Eurasian Watermilfoil.**

#### Option 2 — Spring Fluridone (Sonar) Application (2009)

Sonar aquatic herbicide (active ingredient, fluridone), applied to Tri Lakes on a whole-lake basis, would provide lake-wide control of Eurasian watermilfoil. The current population of Eurasian Watermilfoil is very widespread and at densities high enough to warrant the use of Fluridone. It is feasible that the population could expand in 2008. The strategy of using fluridone is expected to dramatically reduce Eurasian watermilfoil abundance to a maintenance level in the lake. New Department of Environmental Quality rules require a full season of water quality sampling and surveying prior to a lake wide fluridone treatment. Therefore, careful planning must be established to ensure that all the proper steps are taken to conduct a fluridone treatment in a timely manner. Surveys and water quality monitoring must be performed in 2008 to allow for fluridone use in 2009.

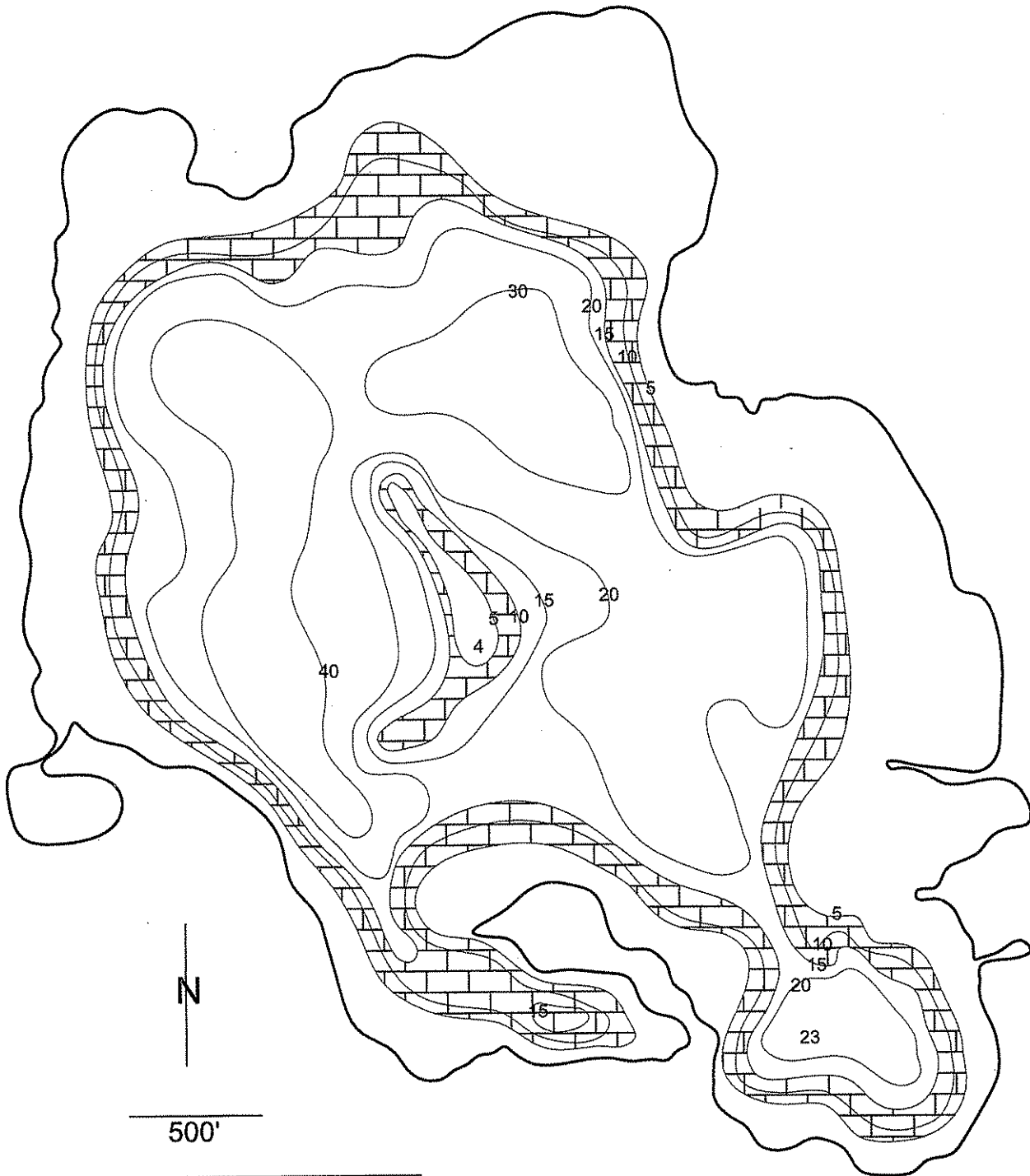
Whole-lake Sonar applications typically control Eurasian watermilfoil for more than one year, allowing native plant species to recover. Successful control of the Eurasian watermilfoil will reduce the need for aquatic plant control for several years. An advantage of whole-lake treatments is that a single treatment can control all the Eurasian watermilfoil in the lake, dramatically reducing the need for Eurasian watermilfoil treatments for several years. Current Michigan regulations allow spring/summer treatments at a concentration of 6 (parts per billion). In the years following a whole lake sonar treatment: (1) native plants will need to be controlled in some areas, and (2) areas recolonized by Eurasian watermilfoil will need to be detected and treated immediately. Algae will require the same extent of management as in past years, if required at all. Vegetation surveys should be sufficient to detect areas recolonized by Eurasian watermilfoil, so that they can be treated promptly, with diquat, Triclopyr, or 2,4-D. A whole-lake Sonar application may be needed again once the Eurasian watermilfoil recovers, probably within 3 to 6 years after a whole-lake Sonar treatment.

Based on the current density of Eurasian watermilfoil, management options should be considered to protect the recreational and ecological values of Tri Lakes, as well as property values of homeowners. It is most likely that Eurasian watermilfoil densities will expand if left unmanaged. A management program should allow for management on a lake wide basis to ensure that all available tools and options can be considered. In order to provide lake wide management, a Special Assessment District (SAD) should be established to ensure adequate funding and allow for MIDEQ permit approval. Professional Lake Management is extremely familiar with SAD's and has helped many lakes through the petition process. Educating lake residents of the current problems of Tri Lakes and what long-term consequences may result if serious action is not taken, aids in the SAD process.





Approximate Areas of Eurasian watermilfoil



**East Crooked Lake**

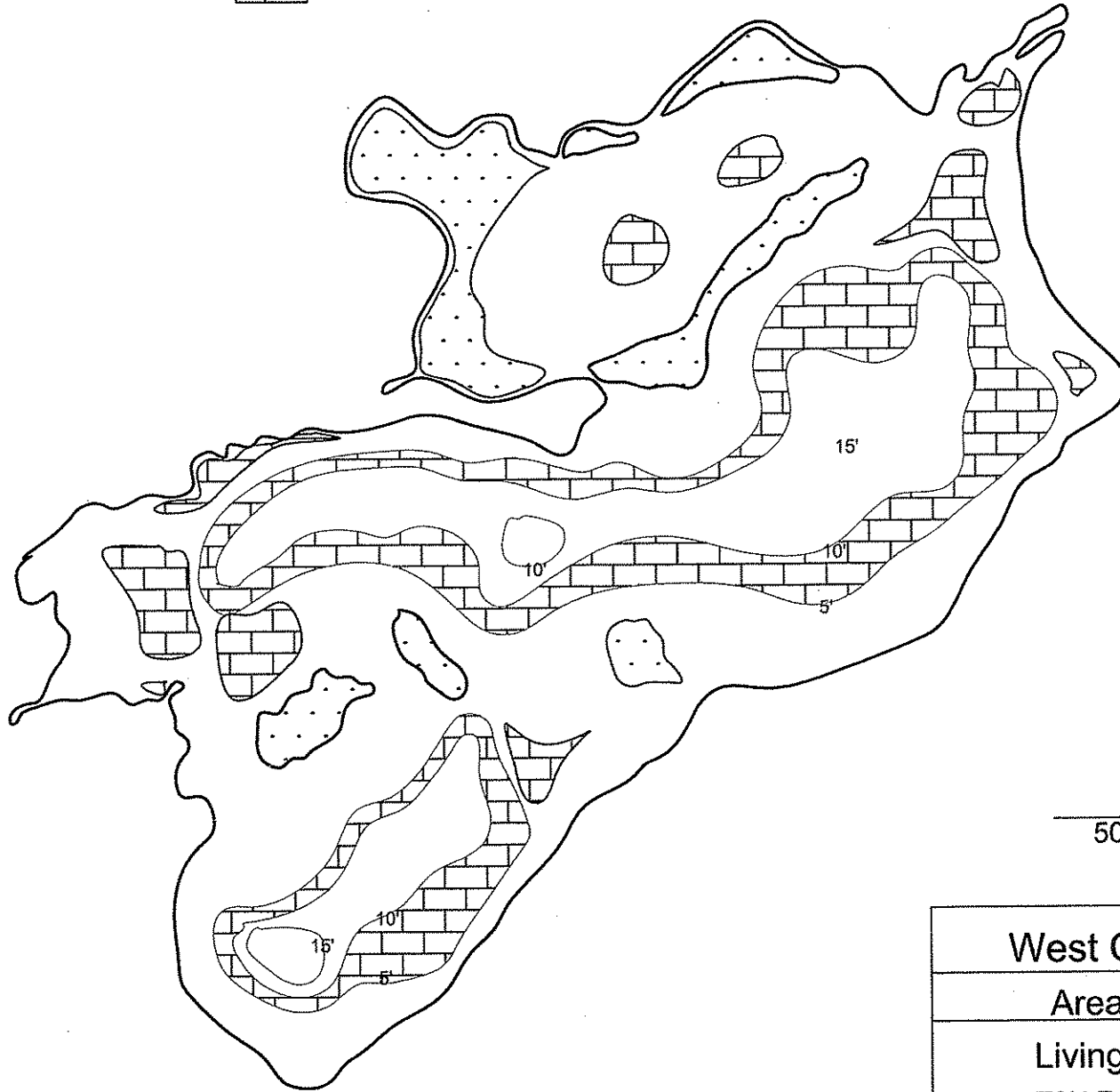
Area 249 Acres

Livingston County

T2N R5E SEC 22,27



Approximate Areas of Eurasian watermilfoil



500'

West Crooked Lake
Area 176 Acres
Livingston County
T2N R5E SEC 21,28
Professional Lake Management, P.O. Box 132, Caledonia, MI 49316 Phone (800) 382-4434







## Explanation of DEQ-Format Lake Vegetation Maps and Summary Sheets

The maps are in a standard format as required by the Michigan Department of Environmental Quality (DEQ). The maps divide the parts of the lake capable of growing aquatic plants into subareas and record the cover of each aquatic plant species found in each area. Vegetation summary sheets summarize the information from the maps in a form that the DEQ uses to make decisions about permits.

Notations on the map are interpreted as follows:

Number (= plant species) Letter (=approximate cover of this plant)

For Example:

“1b” indicates plant species #1 at a density of b

Species are usually numbered according to a standardized numbering system (at right). We often reproduce the species number key and species name abbreviations on the map itself. The cover codes a, b, c and d are used to describe the approximate coverage of each plant within the map area, as described in the following table.

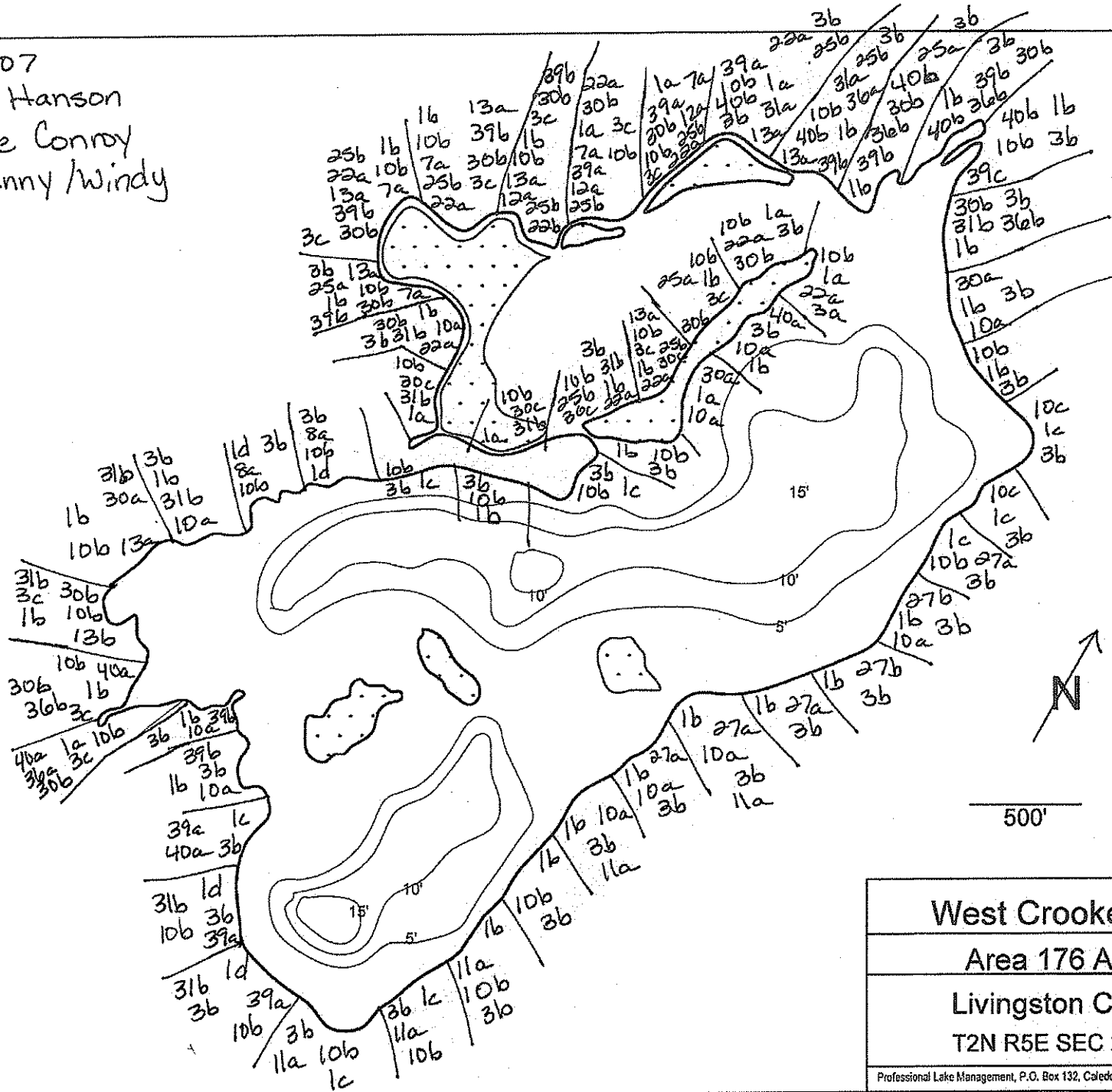
Cover Code	Approximate Cover Range
a	1-2%
b	3-20%
c	21-60%
d	61-100%

Thus the example “1b” refers to Eurasian watermilfoil covering between 3 and 20 percent of the area of the lake in which this code appears.

Shading on the map is used to identify areas of overall plant coverage, locations of problem exotic species or areas requiring management. A key on the map should indicate exactly what is indicated by shading.

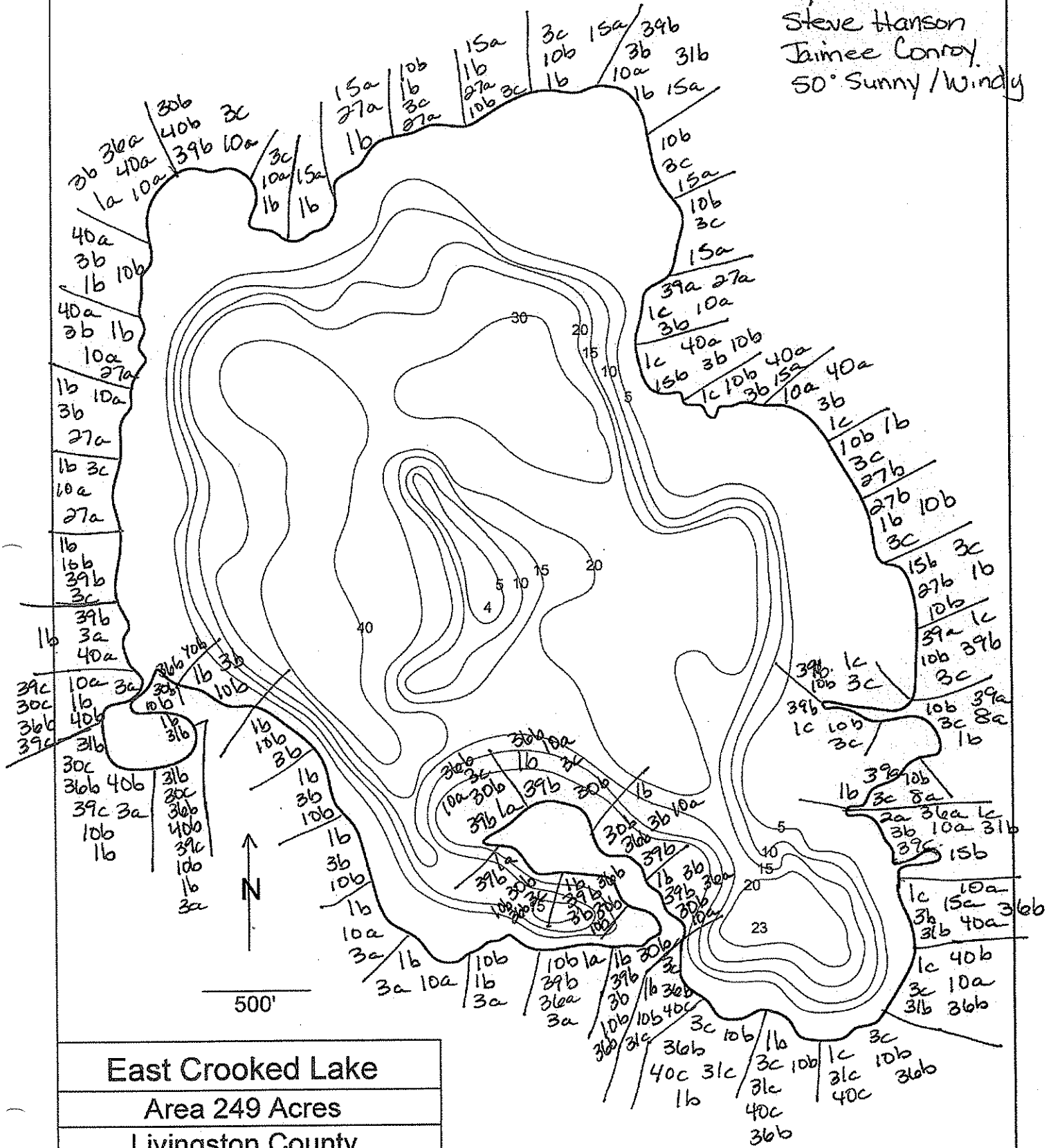
No	Plant Name
1	Eurasian watermilfoil
2	Curly leaf pondweed
3	Chara
4	Thinleaf pondweed
5	Flatstem pondweed
6	Robbins pondweed
7	Variable pondweed
8	White stem pondweed
9	Richardsons pondweed
10	Illinois pondweed
11	Large leaf pondweed
12	American pondweed
13	Floating leaf pondweed
14	Water stargrass
15	Wild celery
16	Sagittaria (submersed)
17	Northern watermilfoil
18	Green watermilfoil
19	Two-leaved watermilfoil
20	Coontail
21	Elodea
22	Bladderwort
23	Mini Bladderwort
24	Buttercup
25	Naiad
26	Brittle naiad
27	Sago Pondweed
28	Starry Stonewort
29	
30	Water Lily
31	Spatterdock
32	Water shield
33	Lemna minor
34	Greater duckweed
35	Watermeal
36	Arrowhead
37	Pickereelweed
38	Arrow arum
39	Cattail
40	Bulrush
41	Iris
42	Swamp loosestrife
43	Purple loosestrife

10/25/07  
 Steve Hanson  
 Jaimee Conroy  
 50° Sunny / Windy



West Crooked Lake
Area 176 Acres
Livingston County
T2N R5E SEC 21,28
Professional Lake Management, P.O. Box 132, Caledonia, MI 49316 Phone (600) 382-4434

10/25/07  
 Steve Hanson  
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 50° Sunny/Windy



<b>East Crooked Lake</b>
Area 249 Acres
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**West Crooked Lake Vegetation Survey 10/19/00**  
**Standard Aquatic Vegetation Summary Sheet**

		Total number of AVAS's for each Density Category				Calculations				Sum of Columns 5-8	Total No. of AVAS	Col 9 divided by Col 10
Code No	Plant Name	A 1	B 2	C 3	D 4	A x 1 5	B x 10 6	C x 40 7	D x 80 8	9	10	11
1	Eurasian watermilfoil	7	7	1	2	7	70	40	160	277	28	9.89
2	Curly leaf pondweed											
3	Chara	2	10	18		2	100	720		822	28	29.36
4	Thinleaf pondweed	3	1			3	10			13	28	0.46
5	Flatstem pondweed											
6	Robbins pondweed											
7	Variable pondweed											
8	White stem pondweed	1	1			1	10			11	28	0.39
9	Richardsons pondweed	7	17	3		7	170	120		297	28	10.61
10	Illinois pondweed											
11	Large leaf pondweed	2	17	1		2	170	40		212	28	7.57
12	American pondweed											
13	Floating leaf pondweed											
14	Water stargrass											
15	Wild celery											
16	Sagittaria (submersed)											
17	Northern watermilfoil											
18	Green watermilfoil											
19	Two-leaved watermilfoil											
20	Coontail											
21	Elodea	2	1			2	10			12	28	0.43
22	Bladderwort											
23	Mini Bladderwort											
24	Buttercup											
25	Naiad											
26	Brittle naiad											
27	Sago Pondweed	1				1				1	28	0.04
28												
29												
30	Water Lily		10				100			100	28	3.57
31	Spatterdock		13				130			130	28	4.64
32	Water shield	1	7			1	70			71	28	2.54
33	Lemna minor											
34	Greater duckweed											
35	Watermeal											
36	Arrowhead											
37	Pickereelweed											
38	Arrow arum											
39	Cattail											
40	Bulrush											
41	Iris											
42	Swamp loosestrife											
43	Purple loosestrife											
44												
45												

Total cumulative cover

69.50



# East Crooked Lake Survey 10/19/00

## Standard Aquatic Vegetation Summary Sheet

		Total number of AVAS's for each Density Category				Calculations				Sum of Columns 5-8	Total No. of AVAS	Col 9 divided by Col 10
Code No	Plant Name	A 1	B 2	C 3	D 4	A x 1 5	B x 10 6	C x 40 7	D x 80 8	9	10	11
1	Eurasian watermilfoil		3	10			30	400		430	26	16.54
2	Curly leaf pondweed											
3	Chara		19	3			190	120		310	26	11.92
4	Thinleaf pondweed	1	2			1	20			21	26	0.81
5	Flatstem pondweed		2				20			20	26	0.77
6	Robbins pondweed											
7	Variable pondweed											
8	White stem pondweed	2	4			2	40			42	26	1.62
9	Richardsons pondweed	3	16			3	160			163	26	6.27
10	Illinois pondweed											
11	Large leaf pondweed	4	2			4	20			24	26	0.92
12	American pondweed											
13	Floating leaf pondweed											
14	Water stargrass											
15	Wild celery	1	4			1	40			41	26	1.58
16	Sagittaria (submersed)											
17	Northern watermilfoil											
18	Green watermilfoil											
19	Two-leaved watermilfoil											
20	Coontail											
21	Elodea	1				1				1	26	0.04
22	Bladderwort											
23	Mini Bladderwort											
24	Buttercup											
25	Naiad											
26	Brittle naiad											
27	Sago Pondweed											
28	Scriptus Sub-termanalis			1	1			40	80	120	26	4.62
29												
30	Water Lily		9				90			90	26	3.46
31	Spatterdock		7				70			70	26	2.69
32	Water shield											
33	Lemna minor											
34	Greater duckweed											
35	Watermeal											
36	Arrowhead		1				10			10	26	0.38
37	Pickerelweed											
38	Arrow arum											
39	Cattail		1	1	1		10	40	80	130	26	5.00
40	Bulrush											
41	Iris											
42	Swamp loosestrife											
43	Purple loosestrife											
44												
45												

Total cumulative cover

56.62

***** Owner's Name *****	**** Parcel Number ****	2011 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
SUSALLA, JAMES & ANN MARIE	4711-21-201-007	217,200	209,298	401	RPUD	3243 LAKEWOOD SHORES D
DAHM, WINFRIED & SUZANNE	4711-21-201-008	263,000	250,487	401	RPUD	3255 LAKEWOOD SHORES D
MYKOLS, DAVID T. & JENNIFER	4711-21-201-009	248,900	237,774	401	RPUD	3267 LAKEWOOD SHORES D
BOWMAN BARRIE TRUST	4711-21-201-010	429,000	399,579	401	RPUD	3279 LAKEWOOD SHORES D
LYNCH, TIMOTHY & CLAUDIA	4711-21-201-011	100,000	100,000	402	RPUD	3291 LAKEWOOD SHORES D
TANDRUP, ALAN & JANICE	4711-21-201-055	305,000	291,879	401	RPUD	3309 LAKEWOOD SHORES D
LEE, ROBERT & SUSAN	4711-21-201-056	505,100	471,684	401	RPUD	3345 LAKEWOOD SHORES D
DUFF GREGORY, LORI & MCCAFFERTY, MARY E.	4711-21-201-057	357,900	339,474	401	RPUD	3363 LAKEWOOD SHORES D
NANKERVIS DONALD	4711-21-201-058	430,100	403,321	401	RPUD	3381 LAKEWOOD SHORES D
MASROPIAN, VAUGHN & NOREEN	4711-21-201-059	309,700	296,150	401	RPUD	3399 LAKEWOOD SHORES D
ACEVEDO DULCE G TRUST	4711-21-201-060	292,800	280,081	401	RPUD	3417 LAKEWOOD SHORES D
WARNER, ANDREW & MARY	4711-21-201-061	417,700	392,358	401	RPUD	3435 LAKEWOOD SHORES D
CARPENTER, STANLEY & ROSE	4711-21-201-062	262,400	251,809	401	RPUD	3453 LAKEWOOD SHORES D
RUSSELL JEFFREY F TRUST	4711-21-201-063	279,800	260,352	401	RPUD	3489 LAKEWOOD SHORES D
RICHARDSON, WM. & DAWN	4711-21-201-064	204,000	192,213	401	RPUD	3507 LAKEWOOD SHORES D
LAWRENCE, JAMES R. & DIETLIND	4711-21-201-065	202,300	190,687	401	RPUD	3525 LAKEWOOD SHORES D
O'KRONLEY MICHAEL & JULEE	4711-21-201-066	223,700	210,010	401	RPUD	3553 LAKEWOOD SHORES D
ST GERMAIN THOMAS LIVING TRUST	4711-21-201-067	263,100	245,300	401	RPUD	3561 LAKEWOOD SHORES D
KENNEY TRUST	4711-21-201-068	192,500	181,941	401	RPUD	3579 LAKEWOOD SHORES D
BOWMAN BLAIR TRUST	4711-21-201-069	193,700	183,568	401	RPUD	3597 LAKEWOOD SHORES D
SECK JOHN F III	4711-21-201-070	236,500	222,824	401	RPUD	3615 LAKEWOOD SHORES D
FRATARACANGELI, LOUIS & MARIA	4711-21-201-071	200,000	188,246	401	RPUD	3633 LAKEWOOD SHORES D
LITERSKI, EDWIN & CATHY	4711-21-201-072	167,200	158,448	401	RPUD	3651 LAKEWOOD SHORES D
SUFFREDINI, ROLANDO & VIOLET	4711-21-201-073	172,000	162,720	401	RPUD	3669 LAKEWOOD SHORES D
DAVIDSON, JAMES & JULIE	4711-21-201-074	230,600	215,095	401	RPUD	3687 LAKEWOOD SHORES D
SCHULTE, CHARLES & COLLEEN	4711-21-201-075	193,100	181,331	401	RPUD	3705 LAKEWOOD SHORES D
DEVER THOMAS L & MARY ANNE	4711-21-201-076	202,700	189,975	401	RPUD	3723 LAKEWOOD SHORES D
LASALLE BANK MIDWEST NATIONAL	4711-21-203-006	182,500	166,889	401	RPUD	3507 WOODRIDGE DR
ARMSTRONG FAYE	4711-21-203-007	25,000	25,000	402	RPUD	3529 WOODRIDGE DR
HUGHES SEAN D	4711-21-203-008	25,000	25,000	402	RPUD	3541 WOODRIDGE DR
SHEVCHIK, GREGORY & GWEN	4711-21-203-009	195,900	179,093	401	RPUD	3565 WOODRIDGE DR
TENGEL DEAN & CAROL TRUST	4711-21-203-010	251,600	229,028	401	RPUD	3587 WOODRIDGE DR
HALLETT KATIE & TODD	4711-21-203-011	150,100	137,803	401	RPUD	3609 WOODRIDGE DR
NORTH SHORE LAND DEV., LLC	4711-21-203-012	179,400	164,143	401	RPUD	3631 WOODRIDGE DR
ETTY, JOHN CLAUDE & SUSAN MA	4711-21-203-013	25,000	6,270	402	RPUD	3655 WOODRIDGE DR
HAZEN, RALPH & SHARON	4711-21-300-014	136,900	127,545	401	CE	4460 SEIM
MCCREARY, WILLIAM & MARIANNE	4711-21-301-001	210,900	210,113	401	CE	4029 BROADMOOR CT
LIECKFIELD ROBERT JR & BAIBA	4711-21-301-009	261,100	261,100	401	CE	3979 BROADMOOR CT
BOZYK, JR., JOSEPH & PATRICIA	4711-21-301-010	216,400	216,400	401	CE	4015 BROADMOOR CT
GRAHAM, KEITH/KAREN	4711-21-400-005	195,900	195,900	401	LRR	5001 GROVER DR
LEONARD, JAMES	4711-21-400-006	235,000	159,898	401	LRR	4965 GROVER DR
LARSON, GERALD	4711-21-400-011	362,400	175,468	401	LRR	4800 GROVER DR
LARSON, GERALD	4711-21-400-012	23,400	23,400	402	LRR	VACANT
HACK, NILES M. & DIXIE L.	4711-21-400-013	22,400	22,400	402	LRR	VACANT
BREAZEALE, JOEL & PAMELA	4711-21-400-014	284,100	147,156	401	LRR	4801 GROVER DR
KERR, DONALD D. & CAROLYN J.	4711-21-400-020	413,700	374,256	401	LRR	4828 GROVER DR
LEEK, J. BRIAN & DEBORAH K.	4711-21-400-021	260,700	191,160	401	CE	4540 SEIM
PERRI ROSEMARY	4711-21-401-001	230,500	230,500	401	LRR	3997 HOMESTEAD
GADBAW SHANE & KINI	4711-21-401-002	147,200	81,747	401	LRR	3985 HOMESTEAD
GADBAW, SHANE P. & KINI J.	4711-21-401-004	180,100	180,100	401	LRR	3973 HOMESTEAD
ANDREWS, DAVID & GERALDINE	4711-21-401-006	332,900	332,900	401	LRR	3961 HOMESTEAD
REA, RONALD & ANNA D.	4711-21-401-008	142,200	59,389	401	LRR	3949 HOMESTEAD
KERR, DONALD & CAROLYN	4711-21-401-012	149,700	65,180	401	LRR	3925 HOMESTEAD
ECKHOLD BARRY J	4711-21-401-015	62,500	30,801	402	LRR	VACANT
PEREIRA JOSEPH & DENNIS	4711-21-401-021	259,300	259,300	401	LRR	3871 HOMESTEAD
SHIPOSH DUSAN AND DEBORAH	4711-21-401-023	187,000	187,000	401	LRR	3859 HOMESTEAD
PEAL, MICHAEL & MARY ANN TRUST	4711-21-401-024	155,100	155,100	401	LRR	3943 HOMESTEAD
DAVIS DONALD	4711-21-401-026	269,800	153,496	401	LRR	3883 HOMESTEAD
US BANK NATIONAL ASSOC.	4711-21-401-027	167,300	167,300	401	LRR	3907 HOMESTEAD
HAGEN MICHAEL S	4711-22-100-010	160,800	160,800	401	LRR	5440 SHARP DR.
HATCHER, ORA & CAROL	4711-22-100-012	125,300	125,300	401	LRR	5450 SHARP DR.
MAGGIO, JAMES R. & ELAINE	4711-22-100-013	120,000	120,000	401	LRR	5460 SHARP DR.
BOZYK, ALAN J.	4711-22-100-014	142,900	142,141	401	LRR	5470 SHARP DR.
BOZYK, ALAN J.	4711-22-100-015	179,600	179,600	401	LRR	5480 SHARP DR.
DAVIS TRUST	4711-22-100-016	97,200	88,406	401	LRR	5490 SHARP DR.
HOWELL STEVEN & TONI	4711-22-100-017	235,500	186,734	401	LRR	5290 SHARP DR.
SIWIK MICHAEL J & PATRICIA	4711-22-100-018	249,900	249,900	401	LRR	5350 SHARP DR.
NOWICKI, JOHN J. & ELLEN V. TR	4711-22-100-021	192,900	192,900	401	LRR	5300 SHARP DR.
PEARL JOHN &	4711-22-100-022	167,500	95,408	402	LRR	SHARP DR.
PEARL JOHN &	4711-22-100-023	106,600	106,600	401	LRR	SHARP DR.
MITTER JOHN & CARRIE	4711-22-100-024	282,700	282,700	401	LRR	5400 SHARP DR.
RADTKE-GERKIN SANDRA	4711-22-102-133	125,000	125,000	402	RPUD	5260 EDGEWOOD SHORES D
MOONEY TIMOTHY P & NADINE A	4711-22-102-134	272,900	270,725	401	RPUD	5268 EDGEWOOD SHORES D
LASALLE BANK MIDWEST	4711-22-102-135	259,400	254,046	401	RPUD	5276 EDGEWOOD SHORES D
LYNN, BRIAN K. & JENNIFER J.	4711-22-102-136	125,000	125,000	402	RPUD	5284 EDGEWOOD SHORES D
PETERSON BRADLEYR & JOYCE D	4711-22-102-137	221,400	207,773	401	RPUD	5292 EDGEWOOD SHORES D
BERTONCIN DAVID & CHERI	4711-22-102-138	25,000	25,000	402	RPUD	3150 ASPEN RIDGE COURT
	4711-22-102-139	230,000	190,013	401	RPUD	3158 ASPEN RIDGE COURT

***** Owner's Name *****	**** Parcel Number ****	2011 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
BAKER WILLIAM B & MARY E	4711-22-102-140	228,000	213,773	401	RPUD	3166 ASPEN RIDGE COURT
KUCZEK, WM. & VAN GORDON, MARY	4711-22-200-010	231,900	166,767	401	LRR	5492 SHARP DR.
LEDFORD TRUST	4711-22-200-012	234,200	164,419	401	LRR	5733 PINERIDGE LANE
BEAUNE KAREN REVOCABLE LIVING	4711-22-200-017	34,000	25,976	402	LRR	VACANT
FISHER ROBERT T & CYNTHIA L	4711-22-200-026	293,100	293,100	401	LRR	3371 MERROW LANE
NASTWOLD, DAVID J. & ASHLEY W.	4711-22-200-028	203,700	203,700	401	SR	3311 MERROW LANE
LANGHORST TRUST	4711-22-200-029	385,300	385,300	401	LRR	3360 MERROW LANE
SCHMIDA, LAWRENCE F.	4711-22-201-001	118,400	115,344	401	LRR	3385 PINERIDGE LANE
SPLITLER, TODD & HEATHER	4711-22-201-002	131,400	131,400	401	LRR	5630 GRIFFITH DR
LESLEY, E. CRAIG & MARSHA	4711-22-201-003	120,000	115,599	401	LRR	5680 GRIFFITH DR
JACKSON, DENNIS & CHERYL	4711-22-201-004	118,900	117,855	401	LRR	5730 GRIFFITH DR
K & V PROPERTIES LLC	4711-22-201-011	96,700	96,700	401	LRR	3430 DORR RD
KERESZTES-FISCHER, FRANK	4711-22-201-012	87,800	87,800	401	LRR	5859 GRIFFITH DR
REDMOND, STEVEN & PATRICIA	4711-22-201-019	113,800	113,800	401	LRR	5755 GRIFFITH DR
WALTER, MATTHEW D. & EMILY A.	4711-22-201-020	128,800	128,800	401	LRR	5735 GRIFFITH DR
FREDRICKSON, JILL L.	4711-22-201-022	103,100	103,100	401	LRR	5655 GRIFFITH DR
INFANTE, ANTONIO & DANA M.	4711-22-201-025	94,300	94,300	401	LRR	5625 GRIFFITH DR
HAMILTON, DAN & MARCIE	4711-22-201-026	108,500	108,500	401	LRR	3333 PINERIDGE LANE
DUBY MICHAEL & CYNTHIA TRUST	4711-22-201-027	84,600	84,600	401	LRR	5600 PINERIDGE LANE
MAYER, ELAINE D. - TRUSTEE	4711-22-201-031	125,600	125,600	401	LRR	5920 PINERIDGE LANE
WORKMAN TONY L & JUDITH A	4711-22-201-032	101,700	101,700	401	LRR	5730 PINERIDGE LANE
FANNIE MAE	4711-22-201-033	145,500	115,893	401	LRR	5601 PINERIDGE LANE
RASOR, JOHN & MICHELLE	4711-22-201-034	159,100	159,100	401	LRR	5655 PINERIDGE LANE
SEPTER, DONALD & SHARON	4711-22-201-036	149,000	147,621	401	LRR	5944 GRIFFITH DR
HEBREW-WESTRAN BENNI L	4711-22-201-038	120,000	108,374	401	LRR	5801 GRIFFITH DR
HARMAN, MICHAEL & DARCEE	4711-22-201-039	101,900	101,900	401	LRR	5656 PINERIDGE LANE
LEE, SUZANNE & FRANK	4711-22-201-041	37,400	37,400	402	LRR	VACANT
MC GILL, ANTHONY D. & TRACY L.	4711-22-201-042	83,200	82,332	401	LRR	5830 GRIFFITH DR
BISKUP, RONALD D. & SUSAN M.	4711-22-201-045	147,600	147,600	401	LRR	3466 DORR RD
RASOR, JOHN & MICHELE	4711-22-201-046	88,800	86,697	401	LRR	5630 PINERIDGE LANE
MC GILL, ANTHONY D. & TRACY L.	4711-22-201-048	22,100	8,066	402	LRR	VACANT
BALAZOVICH, KENNETH J. & DARLE	4711-22-201-049	220,900	220,900	401	LRR	5844 GRIFFITH DR
HEUVELMAN JACK & JUDITH TRUST	4711-22-201-051	164,500	164,500	401	LRR	5778 PINERIDGE LANE
VESEY DAVID & DIANE	4711-22-201-052	143,100	143,100	401	LRR	5704 PINERIDGE LANE
SUGAR, JEFFREY R. & KAREN L.	4711-22-201-053	129,500	129,500	401	LRR	5835 GRIFFITH DR
MURPHY DAWN M & JEANETTE M	4711-22-201-054	32,400	32,400	402	LRR	5835 PINERIDGE DR
WILSON, MARGUERITE E.	4711-22-202-001	33,900	23,183	402	LRR	VACANT
THURSTON, DALE	4711-22-202-003	65,500	52,190	401	LRR	3580 PINERIDGE LANE
MARTZ, KENNETH & CAROLE	4711-22-202-004	99,400	80,206	401	LRR	3566 PINERIDGE LANE
PETTENGILL, PRISCILLA A-TRUSTE	4711-22-202-006	85,200	71,479	401	LRR	3540 PINERIDGE LANE
BAKUN, RONALD A.	4711-22-202-008	83,900	59,713	401	LRR	3530 PINERIDGE LANE
KOSLOW NORMA TRUST	4711-22-202-009	92,900	75,358	401	LRR	3520 PINERIDGE LANE
MUSCH, ROBERT & DIANE	4711-22-202-010	16,000	8,372	402	LRR	VACANT
MUSCH, ROBERT	4711-22-202-011	188,600	188,600	401	LRR	3500 PINERIDGE LANE
SIVAK, THOMAS G. & DEBORAH C.	4711-22-202-013	147,900	145,725	401	LRR	3480 PINERIDGE LANE
RINGHOLZ, DAVID	4711-22-202-014	118,300	95,397	401	LRR	3470 PINERIDGE LANE
BALAGNA, MICHAEL & YVONNE	4711-22-202-016	256,200	256,200	401	LRR	3450 PINERIDGE LANE
BETTES JEFFREY & DONNIE	4711-22-202-017	118,400	85,070	401	LRR	3430 PINERIDGE LANE
BROWN, DOUGLAS C.	4711-22-202-018	106,400	70,770	401	LRR	3420 PINERIDGE LANE
PRAKKN SYBIL REVOCABLE LIVING	4711-22-202-020	166,100	111,891	401	LRR	3406 PINERIDGE LANE
SPEER, LOIS & DAVID	4711-22-202-021	118,300	88,875	401	LRR	3390 PINERIDGE LANE
BENDER LIVING TRUST	4711-22-202-023	151,500	138,456	401	LRR	3370 PINERIDGE LANE
HAYES JAMES & JOAN	4711-22-202-025	166,700	143,320	401	LRR	3350 PINERIDGE LANE
NEMETH, MARY T.	4711-22-202-026	137,600	131,204	401	LRR	3340 PINERIDGE LANE
KILLEWALD, TOINI & DAVID	4711-22-202-030	130,000	118,362	401	LRR	3320 PINERIDGE LANE
GARLING LLC	4711-22-202-031	98,000	98,000	401	LRR	3330 PINERIDGE LANE
CRANE FAMILY TRUST	4711-22-300-001	114,100	53,814	401	LRR	3915 HIGHCREST
MASON, CHARLES & KAY A.	4711-22-300-004	68,600	58,382	401	LRR	3859 HIGHCREST
MUMAW TRUST	4711-22-301-001	90,300	69,203	401	LRR	3773 HIGHCREST
FISCHER, RICHARD JR.	4711-22-301-002	223,900	148,859	401	LRR	3751 HIGHCREST
SMITH H., SCHWANITZ K.,	4711-22-301-004	119,600	70,183	401	LRR	3739 HIGHCREST
BOZYK, GARY M.	4711-22-301-007	96,200	65,756	401	LRR	3719 HIGHCREST
CRANE, HAROLD	4711-22-301-009	82,000	53,775	401	LRR	3713 HIGHCREST
EDWARDS LIVING TRUST	4711-22-301-010	256,100	149,807	401	LRR	3695 HIGHCREST
KAROWSKI BRIAN	4711-22-301-015	205,900	205,900	401	LRR	3673 HIGHCREST
SHARP ALBERT W & MARIA ELIZABE	4711-22-301-017	315,100	315,100	401	LRR	3665 HIGHCREST
BOZYK, GARY	4711-22-301-043	280,900	151,067	401	LRR	3723 HIGHCREST
EDWARDS LIVING TRUST	4711-22-301-046	87,700	62,072	401	LRR	3683 HIGHCREST
KELLER, DAVID & CHRISTINE	4711-22-302-001	210,300	137,865	401	LRR	3780 NOBLE
KAILBOURNE, E. DAVID & BETH AN	4711-22-302-002	368,300	368,300	401	LRR	3830 HIGHCREST
CEDAR, MICHAEL & NINA	4711-22-302-003	149,200	103,844	401	LRR	3836 HIGHCREST
KREAGER, STEPHEN A. & SUSAN M.	4711-22-302-004	199,800	199,800	401	LRR	3844 HIGHCREST
PHILLIPS, RICHARD F. & SANDRA	4711-22-302-008	148,000	148,000	401	LRR	3855 HIGHCREST
MACZUGA, WILLIAM & JOSEPHINE	4711-22-302-009	208,500	188,145	401	LRR	3847 HIGHCREST
SHAPOSKA, LOIS J. & THOMAS	4711-22-302-010	145,100	52,521	401	LRR	3841 HIGHCREST
DROTOS, JOHN JR., & JANNA	4711-22-302-011	69,500	56,836	401	LRR	3835 HIGHCREST
SHELTERS, BRIAN/LYNN	4711-22-302-012	69,000	45,850	401	LRR	3829 HIGHCREST
SWEDER, THOMAS & KATHLEEN	4711-22-302-013	204,600	204,600	401	LRR	3823 HIGHCREST

***** Owner's Name *****	**** Parcel Number ****	2011 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
TANIS, JEFFREY & WANDA	4711-22-302-014	157,000	115,320	401	LRR	3817 HIGHCREST
LENT TRUST	4711-22-302-015	161,500	68,808	401	LRR	3811 HIGHCREST
ROBERTS, JOHN J. & MARICEL H.	4711-22-302-016	260,300	260,300	401	LRR	3805 HIGHCREST
LEPAK, DOLORES	4711-22-302-017	96,000	68,064	401	LRR	3783 HIGHCREST
PAGE, MICHAEL	4711-22-302-018	159,100	127,557	401	LRR	3793 HIGHCREST
WILK COTTAGE LLC	4711-22-302-036	60,900	49,978	401	LRR	3734 NOBLE
MC DIARMID, DONALD & MARY	4711-22-302-037	59,200	51,307	401	LRR	3738 NOBLE
PFEIFER, HENRY	4711-22-302-038	93,100	66,805	401	LRR	3742 NOBLE
WERNETTE, WILLIAM P.	4711-22-302-039	82,100	55,731	401	LRR	3746 NOBLE
CLARK JR PAYTON C	4711-22-302-040	120,700	120,700	401	LRR	3750 NOBLE
BORSVOLD, JEFFREY & DEBORAH	4711-22-302-041	112,900	96,387	401	LRR	3754 NOBLE
LESIW ROMANA & VICTOR	4711-22-302-042	72,600	51,158	401	LRR	3758 NOBLE
GAFFKA, ARNOLD J. & JULIA J.	4711-22-302-043	128,300	69,150	401	LRR	3762 NOBLE
KELLER, DAVE & CHRIS	4711-22-302-044	103,100	55,731	401	LRR	3766 NOBLE
ROUSSELO, DONALD & CHARLENE	4711-22-302-052	80,100	50,275	401	LRR	3888 HIGHCREST
JONCKHEERE DAVID C & CYNTHIA J	4711-22-302-053	218,100	218,100	401	LRR	3894 HIGHCREST
DRAGUN, HENRY J & STELLA	4711-22-302-054	90,300	54,994	401	LRR	3900 HIGHCREST
ZBELL JOSEPH A	4711-22-302-056	119,600	119,600	401	LRR	3910 HIGHCREST
BARTOLOMUCCI, JOANN	4711-22-302-057	243,600	243,600	401	LRR	3914 HIGHCREST
WERNETTE, WILLIAM P.	4711-22-302-058	77,800	45,850	401	LRR	3920 HIGHCREST
COOK, ERIC & JODI	4711-22-302-059	273,300	273,300	401	LRR	3924 HIGHCREST
COOK, GEORGE & BARBARA	4711-22-302-060	287,000	287,000	401	LRR	3930 HIGHCREST
CRANE FAMILY TRUST	4711-22-302-061	166,700	134,757	401	LRR	3934 HIGHCREST
MESSING TRUST	4711-22-302-062	106,600	59,564	401	LRR	3940 HIGHCREST
PERKOWSKI, ADAM J. II	4711-22-302-063	183,100	183,100	401	LRR	3944 HIGHCREST
SOCIA LIVING TRUST	4711-22-302-064	135,400	76,377	401	LRR	3950 HIGHCREST
CROWLEY, FLOYD J.	4711-22-302-065	84,800	53,078	401	LRR	3956 HIGHCREST
PERRI JOSEPH JR. & MARIA D	4711-22-302-066	213,500	203,400	401	LRR	3962 HIGHCREST
KERR, DONALD D. & CAROLYN J.	4711-22-302-067	80,600	70,183	401	LRR	3706 NOBLE
LA MARRA MICHAEL K & NANCY A	4711-22-302-068	94,100	94,100	401	LRR	3710 NOBLE
BLOOMINGBURG, RUBY L. - TRUSTE	4711-22-302-069	89,500	54,994	401	LRR	3714 NOBLE
BARTOLOMUCCI NICOLE	4711-22-302-073	119,900	119,900	401	LRR	3968 HIGHCREST
DAVIDGE, MICHAEL & TIFFANEY	4711-22-302-074	123,600	84,236	401	LRR	3974 HIGHCREST
KOTH WILLIAM R	4711-22-302-075	140,000	140,000	401	LRR	3980 HIGHCREST
BOLAND MICHAEL A TRUST	4711-22-302-076	216,600	216,600	401	LRR	3986 HIGHCREST
RICE LIFE ESTATE	4711-22-302-077	127,100	76,895	401	LRR	3994 HIGHCREST
BODNAR STEPHEN & RICKEY LESLIE	4711-22-302-079	118,000	118,000	401	LRR	4010 HIGHCREST
BOCHENEK, RICHARD J.	4711-22-302-080	93,900	55,879	401	LRR	4014 HIGHCREST
KOSOSKI, JOHN	4711-22-302-081	60,500	39,511	401	LRR	4022 HIGHCREST
KOWALCZYK, JOSEPH & LOUISE	4711-22-302-082	69,600	45,702	401	LRR	4030 HIGHCREST
VERSCHURE, ROBERT & CAROL J.	4711-22-302-083	179,000	128,998	401	LRR	4050 HIGHCREST
BRUDER, PETER H.	4711-22-302-086	110,700	110,700	401	LRR	4058 HIGHCREST
NAGY, EDNA	4711-22-302-156	36,400	16,977	402	LRR	4136 HIGHCREST
JONES, JOHN J. & KATHLEEN A.	4711-22-302-157	9,800	5,005	402	LRR	VACANT
STOTLER JOANNA C TRUST	4711-22-302-158	256,400	256,400	401	LRR	4078 HIGHCREST
ELLIOTT, MICHAEL L.	4711-22-302-159	85,100	26,953	401	LRR	4086 HIGHCREST
HUPP, WILLARD & LOIS - TRUST	4711-22-302-160	76,900	49,831	401	LRR	4094 HIGHCREST
SHAPOSKA, THOMAS	4711-22-302-161	123,800	74,015	401	LRR	4100 HIGHCREST
LINNE, GREGORY & LAURA	4711-22-302-163	153,000	130,212	401	LRR	4114 HIGHCREST
LINNE HENRY TRUST	4711-22-302-164	62,400	36,265	401	LRR	4118 HIGHCREST
MC CUSKER JUDY	4711-22-302-165	196,000	117,552	401	LRR	4122 HIGHCREST
CHICK BARBARA A LIVING TRUST	4711-22-302-166	119,600	71,397	401	LRR	4130 HIGHCREST
NAGY, EDNA	4711-22-302-167	100,600	72,886	401	LRR	4136 HIGHCREST
SCHMITT TRUST	4711-22-302-168	119,300	85,938	401	LRR	4142 HIGHCREST
SCHRAUDT, BOB & KAREN	4711-22-302-169	159,400	88,543	401	LRR	4150 HIGHCREST
WYATT JOHNATHAN J & VICTORIA	4711-22-302-170	97,300	97,300	401	LRR	4158 HIGHCREST
KELLER, EDWARD A	4711-22-302-172	76,000	47,326	401	LRR	4174 HIGHCREST
PERRI ANDREW	4711-22-302-173	109,400	109,400	401	LRR	4182 HIGHCREST
WADDELL, STUART & CAROL	4711-22-302-174	279,800	279,800	401	LRR	4190 HIGHCREST
CLARK, JOHN & ROSEANNA	4711-22-302-175	195,800	179,558	401	LRR	4200 HIGHCREST
TENGEL, LAWRENCE & SYLVIA	4711-22-302-176	166,300	61,163	401	LRR	4206 HIGHCREST
TEMPLE, FRED A	4711-22-302-177	108,100	62,957	401	LRR	4212 HIGHCREST
UNRUH, JON & BONNIE	4711-22-302-178	149,500	92,635	401	LRR	4220 HIGHCREST
MILOSTAN, RONALD J. & K. TAM	4711-22-302-179	156,700	97,997	401	LRR	4228 HIGHCREST
REDMOND, STEVEN & PATRICIA	4711-22-302-180	65,400	40,099	401	LRR	4236 HIGHCREST
RAFFERTY THOMAS	4711-22-302-181	95,300	95,300	401	LRR	4244 HIGHCREST
LAKE DWELLERS LLC	4711-22-302-182	100,300	100,300	401	LRR	4252 HIGHCREST
LAKE DWELLERS LLC	4711-22-302-183	83,000	83,000	401	LRR	4260 HIGHCREST
BOOKER JOHN & CONNIE LIVING TR	4711-22-302-184	128,000	73,581	401	LRR	4268 HIGHCREST
LINDSEY LEIGH & KRISTINE	4711-22-302-185	103,300	103,300	401	LRR	4276 HIGHCREST
PARLOVE VINCENT A & AMY E	4711-22-302-186	117,500	117,500	401	LRR	4284 HIGHCREST
BERGIN PEPPER	4711-22-302-187	99,300	56,282	401	LRR	4292 HIGHCREST
BOYER THOMAS HENRY TRUST	4711-22-302-188	225,900	117,495	401	LRR	4300 HIGHCREST
PAPP, JOSEPH R.	4711-22-302-189	112,500	59,122	401	LRR	4306 HIGHCREST
HOLLIDAY, JAMES R. LIVING TRUS	4711-22-302-190	119,900	64,428	401	LRR	4312 HIGHCREST
MILITELLO TRUST	4711-22-302-191	151,800	100,978	401	LRR	4318 HIGHCREST
GENUNG, DAVID & BETH	4711-22-302-192	143,900	87,653	401	LRR	4324 HIGHCREST
BURNETT MELISA & ROGER	4711-22-302-193	235,000	235,000	401	LRR	4330 HIGHCREST

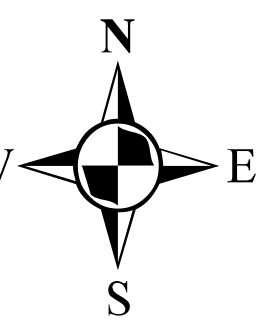
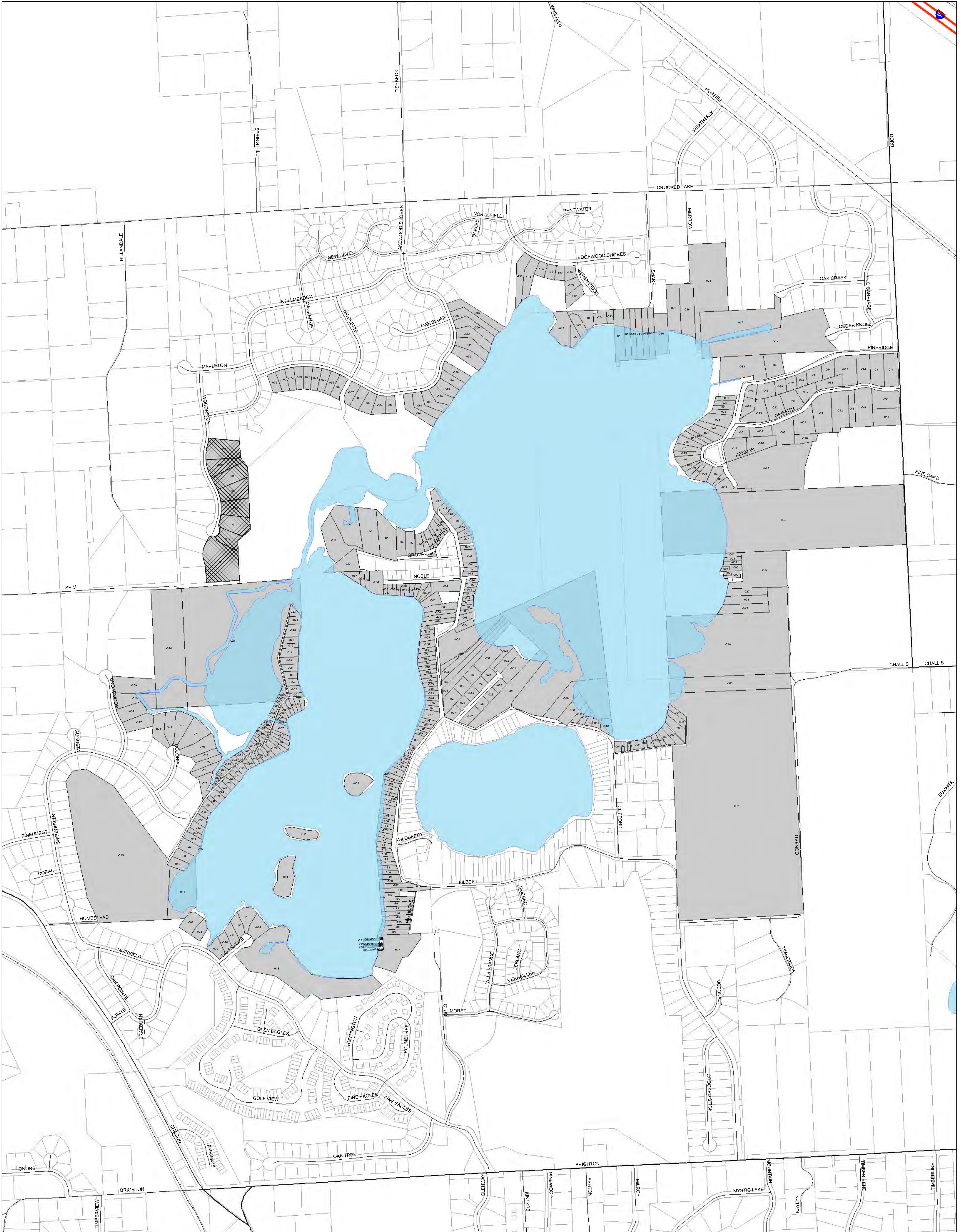
***** Owner's Name *****	**** Parcel Number ****	2011 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
FELDMAN MARK & JAMI	4711-22-302-194	307,200	307,200	401	LRR	4336 HIGHCREST
ZIMINSKY, RICHARD & JANIS	4711-22-302-195	105,800	63,114	401	LRR	4342 HIGHCREST
SAMPSON JEFFREY & JENNIFER	4711-22-302-196	273,800	273,800	401	LRR	4348 HIGHCREST
GANGNIER JEFFREY M & GINA L	4711-22-302-197	382,000	382,000	401	LRR	4354 HIGHCREST
BOZYK JAMES D & KIMBERLY L	4711-22-302-202	114,900	114,900	401	LRR	3850 HIGHCREST
KLEIN, LYNNE G.	4711-22-302-204	175,800	175,800	401	LRR	3880 HIGHCREST
BROCKWAY PATRICIA	4711-22-302-206	858,800	858,800	401	LRR	3722 NOBLE
DOANE, THOMAS E. & PATTI J.	4711-22-303-001	209,200	209,200	401	LRR	3701 CRESTHILL DR
HEATHCOTE, DAVID & SUZETTE	4711-22-303-002	74,900	74,900	401	LRR	3689 CRESTHILL DR
RAWSKY FAMILY REVOCABLE LIVING	4711-22-303-003	286,500	222,736	401	LRR	3677 CRESTHILL DR
SIUPIK, PAUL & KATHLEEN	4711-22-303-005	192,600	166,349	401	LRR	3671 CRESTHILL DR
HERUTH, WILLIAM F.	4711-22-303-011	122,300	69,150	401	LRR	3665 CRESTHILL DR
OLDS, MARK & DYLAN	4711-22-303-012	135,800	87,914	401	LRR	5011 GROVER DR
SASTRY A & LASTOSKIE C	4711-22-303-013	303,000	303,000	401	LRR	5027 GROVER DR
SROCK GARY K	4711-22-400-002	15,800	10,312	402	LRR	3639 CONRAD RD
BOURDAS, H. & INGRAM, L.	4711-22-400-003	54,800	42,456	401	LRR	3645 CONRAD RD
CAMERON GREGORY D & MICHELE L	4711-22-400-004	50,500	48,510	401	LRR	3651 CONRAD RD
LACELLE JOSEPH C & JEANNINE M	4711-22-400-005	47,700	47,697	401	LRR	3657 CONRAD RD
CAMERON, JEFFREY & SARAH	4711-22-400-007	56,800	46,696	401	LRR	3664 CONRAD RD
LATHAM RONALD C & ALLEN RONDA	4711-22-400-008	59,900	59,900	401	LRR	3672 CONRAD RD
BECKNER ALLEN D & ALICE M	4711-22-400-009	53,600	53,600	401	LRR	3679 CONRAD RD
PARKER ROBERT E	4711-22-400-010	199,100	199,100	401	LRR	3830 CONRAD RD
WILSON, MARGUERITE E.	4711-22-400-015	119,800	119,800	401	LRR	5640 KENMAR DR
BLANEY, MARK D. & KRISTIN L.	4711-22-400-016	90,900	90,900	401	LRR	5639 KENMAR DR
WELLAND THEODORE V LIVING TRUS	4711-22-400-017	90,900	90,900	401	LRR	3485 PINERIDGE LANE
ROUTT, MICHAEL & ROBERTA	4711-22-400-018	96,700	96,700	401	LRR	5750 KENMAR DR
FOX, JAMES & KATHRYN	4711-22-400-025	556,900	500,319	401	SR	3640 DORR RD
PENNER, MICHAEL & ANDREA	4711-22-400-026	199,400	199,400	401	LRR	3747 CONRAD RD
SELMI DONALD	4711-22-400-027	118,300	118,300	402	LRR	CONRAD RD
SELMI DONALD	4711-22-400-028	279,200	279,200	401	LRR	3718 CONRAD RD
PENNER, KEITH & BARBARA	4711-22-400-029	336,500	336,500	401	LRR	3732 CONRAD RD
WUTZ BRIAN R & BODNAR KATHRYN	4711-27-100-001	68,900	68,900	401	LRR	3937 HIGHCREST
HOLMES, THOMAS J. & SANDRA M.	4711-27-100-002	250,700	131,074	401	LRR	3945 HIGHCREST
KROCKER, THOMAS M. & KATHY L.	4711-27-100-003	395,400	392,194	401	LRR	3953 HIGHCREST
STANEK, JOHN	4711-27-100-004	196,800	72,833	401	LRR	3975 HIGHCREST
CARNEY TRUST	4711-27-100-008	275,900	54,257	401	LRR	4127 CLIFFORD RD
CARNEY TRUST	4711-27-100-009	27,700	5,162	402	LRR	CLIFFORD RD
BRADLEY, DEBRA MARIE	4711-27-100-011	140,900	76,950	401	LRR	4271 CLIFFORD RD
DUNCAN ERIC A	4711-27-100-012	136,700	136,700	401	LRR	4283 CLIFFORD RD
TRELOAR, DAVID & ELLA	4711-27-100-013	105,600	78,464	401	LRR	4295 CLIFFORD RD
POSZYWAK, KEITH E.	4711-27-100-014	168,700	158,426	401	LRR	4301 CLIFFORD RD
NORMAND, MARCEL R.	4711-27-100-015	329,900	175,349	401	LRR	4137 CLIFFORD RD
GALENS DANIEL K & AMY E	4711-27-100-016	2,000	2,000	402	LRR	CLIFFORD RD
BIERMANN, CAREN M.	4711-27-100-030	207,900	118,625	401	LRR	4263 CLIFFORD RD
MERCIER, MARC F. & SHERYL C.	4711-27-100-034	138,900	138,900	401	LRR	5054 WILLOW GROVE LANE
THAGARD JAMES & WENDY	4711-27-100-035	154,400	154,400	401	LRR	5082 WILLOW GROVE LANE
STRINGHAM JUSTAN & JESSICA	4711-27-100-036	162,600	162,600	401	LRR	5110 WILLOW GROVE LANE
WOOD, PETER & DENISE	4711-27-100-037	65,900	19,196	402	LRR	5140 WILLOW GROVE LANE
LOT OWNERS	4711-27-101-021			705	LRR	VACANT
WOODHAMS, THOMAS & DIANE	4711-27-101-022	96,700	96,700	401	LRR	4030 ANCHOR LANE
PARKKILA TRUST	4711-27-101-023	123,100	118,506	401	LRR	4074 ANCHOR LANE
SPENSLEY CHRISTOPHER R	4711-27-101-024	97,700	97,700	401	LRR	4077 ANCHOR LANE
ZOPPA ROBERT J & STARLENE A	4711-27-101-025	132,600	132,600	401	LRR	4103 ANCHOR LANE
BROZO ADAM & CYNTHIA	4711-27-101-026	136,400	136,400	401	LRR	4102 ANCHOR LANE
RATKE RICHARD & MARTHA	4711-27-101-027	107,600	107,600	401	LRR	4017 ANCHOR LANE
WILKINSON PHILLIP & MARY	4711-27-101-028	113,200	113,200	401	LRR	4041 ANCHOR LANE
RHOADES PATRICK J	4711-27-101-029	111,400	111,400	401	LRR	4055 ANCHOR LANE
YANOCHKO LIVING TRUST	4711-27-101-030	118,200	118,200	401	LRR	4054 ANCHOR LANE
JACOBS, WILLIAM & JUDY TRUST	4711-27-101-031	266,900	102,051	401	LRR	4121 ANCHOR LANE
JACOBS, WILLIAM & JUDY TRUST	4711-27-101-032	112,000	44,062	402	LRR	4121 ANCHOR LANE
MC CAIG FAMILY TRUST	4711-27-103-001	203,200	203,200	401	LRR	4394 SKUSA
SPENSLEY, ROBERT L. & MARY	4711-27-103-003	39,100	31,783	402	LRR	VACANT
BAKER, SUSAN L.	4711-27-103-005	91,700	91,700	401	LRR	4382 SKUSA
WIESZCZYK FAMILY TRUST	4711-27-103-006	157,400	134,873	401	LRR	4374 SKUSA
COOK LORI REVOCABLE TRUST	4711-27-103-010	26,700	21,689	402	LRR	VACANT
COOK LORI REVOCABLE TRUST	4711-27-103-011	86,800	74,502	401	LRR	4358 SKUSA
BRADSTREET, BRUCE & BARBARA	4711-27-103-015	147,200	144,168	401	LRR	4340 SKUSA
ISMET, GARY W. & JOY	4711-27-103-020	227,200	227,200	401	LRR	4314 SKUSA
GERGELL CARL & HALL LAURA	4711-27-103-023	72,700	72,700	402	LRR	VACANT
SPENSLEY, ROBERT L. & MARY	4711-27-103-046	50,000	50,000	401	LRR	4390 SKUSA
BREIL GEORGE REVOCABLE TRUST	4711-27-103-048	193,600	176,117	401	LRR	4330 SKUSA
THUIS, THEODORE V. & JACKIE F.	4711-27-103-055	199,900	114,009	401	LRR	4350 SKUSA
GRAHAM, JAMES R & JOANNE L	4711-27-103-060	244,500	172,527	401	LRR	4326 SKUSA
CODDINGTON, JOHN E. & CHRISTIN	4711-27-200-002	216,100	49,048	102	AG	CHALLIS RD
MICHIGAN DNR	4711-27-200-003	85,800	12,916	713	PRF	CHALLIS RD
GERGELL CARL	4711-27-200-004	182,500	182,500	401	LRR	4300 SKUSA
CLUB CORP.	4711-28-100-015	243,700	243,700	202	MUPUD	
LIBLER JEFFREY & MARY S	4711-28-100-023	184,700	184,700	401	MUPUD	4151 ROSECREEK LANE

***** Owner's Name *****	**** Parcel Number ****	2011 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
ROSE CREEK LANE LLC	4711-28-100-024	52,000	42,307	402	MUPUD	4123 ROSECREEK LANE
LANCASTER BLAKE N & SAUNDRA	4711-28-100-025	60,000	60,000	402	MUPUD	4095 ROSECREEK LANE
ROSE CREEK LANE LLC	4711-28-100-026	60,000	48,816	402	MUPUD	4067 ROSECREEK LANE
RUHMAN JOHN	4711-28-101-047	246,400	246,400	401	MUPUD	4047 BROADMOOR CT
CREECH CONSTANCE V	4711-28-101-070	198,400	198,400	401	MUPUD	4211 COLONIAL CT
SWAIN, DAVE & RANDY	4711-28-101-071	225,800	225,800	401	MUPUD	4203 COLONIAL CT
CAMP ELISHA EDWARD	4711-28-101-072	409,900	409,900	401	MUPUD	4195 COLONIAL CT
LYDERS-PETERSEN GAIL L	4711-28-101-073	207,600	207,600	401	MUPUD	4200 COLONIAL CT
DENNIS, WILLIAM & HENDRICKS PA	4711-28-101-074	279,900	279,900	401	MUPUD	4208 COLONIAL CT
TOOMEY, DON	4711-28-200-001	58,500	35,242	401	LDR	4501 OAK POINTE DR.
TIMS RHONDA & LEONARD	4711-28-200-002	35,500	35,500	401	LDR	ISLAND
JONES, JOHN J. & KATHLEEN A.	4711-28-200-003	40,800	40,800	401	LDR	ISLAND
BROWN, ANGELA & CURT	4711-28-201-001	275,400	275,400	401	LRR	4001 HOMESTEAD
OSWALT, GEOFFREY	4711-28-201-002	229,900	229,900	401	LRR	4003 HOMESTEAD
THORNE STEPHANIE TRUST	4711-28-201-003	106,900	100,202	401	LRR	4007 HOMESTEAD
HARTLEY WILLIAM	4711-28-201-004	84,100	45,588	401	LRR	4011 HOMESTEAD
RACINE TRUST	4711-28-201-005	69,300	36,593	401	LRR	4015 HOMESTEAD
WALDO GEORGE E, ALICIA & DEANN	4711-28-201-006	97,500	97,500	401	LRR	4021 HOMESTEAD
WALEGA GREGORY J & ELLEN L	4711-28-201-007	173,900	173,900	401	LRR	4027 HOMESTEAD
GUPTA, AMAR NATH	4711-28-201-008	3,800	2,787	402	LRR	HOMESTEAD
TUCZAK, FRANK D. & LORI	4711-28-201-011	103,200	54,337	401	LRR	4045 HOMESTEAD
FLEMING, THOMAS & DIANA	4711-28-201-012	92,700	49,406	401	LRR	4049 HOMESTEAD
LANZON, OLIVER & NANCY	4711-28-201-013	88,500	49,284	401	LRR	4053 HOMESTEAD
MANCINI KAREN & LEO	4711-28-201-014	105,700	105,700	401	LRR	4057 HOMESTEAD
SIRLS, LARRY T. & LISA J.	4711-28-201-017	85,500	85,500	401	LRR	4071 HOMESTEAD
JELNICKI JAMES	4711-28-201-018	148,000	45,094	401	LRR	4077 HOMESTEAD
ELLERHOLZ PATRICK & TINA	4711-28-201-019	100,400	100,400	401	LRR	4083 HOMESTEAD
KAUFMAN STEPHEN C & VALETTE A	4711-28-201-020	87,000	87,000	401	LRR	4089 HOMESTEAD
BLASZCZAK PHIL, ELAINE & JOHAT	4711-28-201-021	136,600	136,600	401	LRR	4093 HOMESTEAD
KOWALCZYK, JOSEPH	4711-28-201-022	96,600	53,595	401	LRR	4099 HOMESTEAD
JOHNSON ROBERT O & DARCY J	4711-28-201-023	148,200	148,200	401	LRR	4105 HOMESTEAD
WILLNER, STUART	4711-28-201-026	197,000	197,000	401	LRR	4121 HOMESTEAD
SCHROCK, EDWARD & JUSTINA	4711-28-201-027	87,600	47,930	401	LRR	4133 HOMESTEAD
KORENCHUK, DENNIS - TRUST	4711-28-201-028	204,400	198,631	401	LRR	4141 HOMESTEAD
ROJOWSKI, STANLEY	4711-28-201-029	233,900	233,900	401	LRR	4151 HOMESTEAD
SAVEDES MARIE	4711-28-201-031	131,200	131,200	401	LRR	4159 HOMESTEAD
PERRI MARIA D	4711-28-201-032	175,600	175,600	401	LRR	4165 HOMESTEAD
ZAMMIT, VICTOR & PATRICIA	4711-28-201-033	257,400	196,257	401	LRR	4177 HOMESTEAD
RAFFERTY SHANNON	4711-28-201-035	231,100	231,100	401	LRR	4183 HOMESTEAD
WACLAWEK, MURIEL MCGRATH	4711-28-201-038	210,100	88,578	401	LRR	4203 HOMESTEAD
GROTENHUIS BRUCE G	4711-28-201-042	196,300	104,372	401	LRR	4225 HOMESTEAD
BOWN, STEVEN M.	4711-28-201-044	145,800	88,129	401	LRR	4237 HOMESTEAD
LEWIS, JACK & SUSAN	4711-28-201-045	189,800	97,956	401	LRR	4243 HOMESTEAD
TIMS RHONDA & LEONARD E	4711-28-201-046	11,900	11,900	402	LRR	VACANT
MC DONALD, KURT & NANCY	4711-28-201-047	211,200	92,748	401	LRR	4261 HOMESTEAD
WHITE, CRAIG R.	4711-28-201-050	211,400	114,720	401	LRR	4277 HOMESTEAD
CLEMENTS, SCOTT & CYNTHIA	4711-28-201-052	360,300	360,300	401	LRR	4291 HOMESTEAD
CLARK, PAYTON III & KIM	4711-28-201-053	144,200	78,240	401	LRR	4111 HOMESTEAD
WEATHERLY, RICHARD C. & MARI	4711-28-201-054	179,600	89,210	401	LRR	4195 HOMESTEAD
WEINRAUCH, PETER & MARY ANN	4711-28-201-055	185,800	79,842	401	LRR	4065 HOMESTEAD
WILLIAMS, MARY E., LYNDA J.	4711-28-201-056	188,200	91,919	401	LRR	4219 HOMESTEAD
VARNEY, BENJAMIN & KATHRYN	4711-28-201-057	164,500	64,196	401	LRR	4041 HOMESTEAD
BROWN CURT & ANGELA	4711-28-202-001	12,700	12,700	401	LRR	GARAGE ONLY
THORNE STEPHANIE TRUST	4711-28-202-002	26,400	15,891	401	LRR	GARAGE ONLY
RACINE TRUST	4711-28-202-003	28,800	17,370	401	LRR	4016 GARAGE ONLY
RACINE TRUST	4711-28-202-004	18,000	11,086	402	LRR	VACANT
GOODLING, CHESTER & LOUISE	4711-28-202-005	28,100	16,632	402	LRR	HOMESTEAD
KIRCHOFF, ALAN	4711-28-202-007	67,300	39,551	401	LRR	4026 HOMESTEAD
VARNEY, BENJAMIN & KATHRYN	4711-28-202-009	5,300	2,584	402	LRR	VACANT
VARNEY, BENJAMIN & KATHRYN	4711-28-202-010	5,600	2,707	402	LRR	VACANT
FLEMING, THOMAS J.	4711-28-202-011	19,000	9,361	402	LRR	VACANT
FLEMING, THOMAS J.	4711-28-202-012	16,200	8,004	402	LRR	VACANT
WEINRAUCH, PETER & MARY ANN	4711-28-202-013	4,300	2,088	402	LRR	VACANT
WEINRAUCH, PETER & MARY ANN	4711-28-202-014	9,700	4,712	401	LRR	GARAGE ONLY
SIRLS, LARRY T. & LISA J.	4711-28-202-015	25,900	25,004	401	LRR	GARAGE ONLY
TENPENNY JOHATHAN B & KATE R	4711-28-202-016	103,400	103,400	401	LRR	4084 HOMESTEAD
ELLERHOLZ PATRICK & TINA	4711-28-202-017	21,800	21,800	401	LRR	GARAGE ONLY
PUGH SHARON K ROVOCABLE TRUST	4711-28-202-021	162,800	162,800	401	LRR	4104 HOMESTEAD
DUNN, JOHN & KAREN	4711-28-202-023	23,500	13,428	402	LRR	GARAGE ONLY
DUNN, JOHN & KAREN	4711-28-202-025	82,000	45,914	401	LRR	4120 HOMESTEAD
ESPER JAMES	4711-28-202-027			001	LRR	4140 HOMESTEAD
ESPER JAMES	4711-28-202-029			001	LRR	VACANT
SCHROCK, EDWARD & JUSTINA	4711-28-202-031	2,900	1,597	402	LRR	VACANT
SAVEDES MARIE	4711-28-202-032	14,700	14,700	401	LRR	GARAGE ONLY
BITMAS RONALD	4711-28-202-033	8,900	8,900	401	LRR	GARAGE ONLY
KOWALCZYK, JOSEPH	4711-28-202-034	15,300	15,300	401	LRR	GARAGE ONLY
MC DONALD, ROBERT & JUDITH	4711-28-400-002	197,000	93,470	401	MUPUD	4489 OAK POINTE DR.
PRICE, GLENN & BONNIE	4711-28-400-003	361,300	361,300	401	MUPUD	4495 OAK POINTE DR.

***** Owner's Name *****	**** Parcel Number ****	2011 March BOR S.E.V.	Taxable	Class	Zone	* Property Address
CLUB CORP.	4711-28-400-013	165,000	165,000	202	MUPUD	
OAK POINTE COMMUNITY ASSOC	4711-28-400-017			705	MUPUD	
MERRION TRUST	4711-28-404-009	298,400	291,956	401	MUPUD	4526 LAKESHORE CT
RACHNER, RICHARD J. & KAREN	4711-28-404-010	257,100	257,100	401	MUPUD	4514 LAKESHORE CT
HENDERSON, PAUL E. & CECILE R	4711-28-404-011	208,200	208,200	401	MUPUD	4502 LAKESHORE CT
DAUBENMIER, MICHAEL & JUDITH	4711-28-404-012	224,500	224,500	401	MUPUD	4490 LAKESHORE CT
AKHAVAN-TAFTI HASHEM	4711-28-404-013	414,700	414,700	401	MUPUD	4478 LAKESHORE CT
GRIFFIN CURTIS D FAMILY TRUST	4711-28-404-014	326,300	326,300	401	MUPUD	4466 LAKESHORE CT
SZERSZEN KAREN L	4711-28-406-001	4,000	4,000	402	MUPUD	MARINA
FICKIES, RICHARD B.	4711-28-406-002	4,000	4,000	402	MUPUD	MARINA
WENZLER, LISA M.	4711-28-406-003	4,000	4,000	402	MUPUD	MARINA
LAUZON MARK	4711-28-406-004	4,000	4,000	402	MUPUD	MARINA
NELSON MICHAEL C	4711-28-406-005	4,000	4,000	402	MUPUD	MARINA
LINARD, HOMER & LAURIE	4711-28-406-006	4,000	4,000	402	MUPUD	MARINA
SAUNDERS, JOHN & NANCY	4711-28-406-007	4,000	4,000	402	MUPUD	MARINA
MYKRANTZ CHRISTOPHER REVOCABLE	4711-28-406-008	4,000	4,000	402	MUPUD	MARINA
BECK, DANIEL W. & STEPHANIE L.	4711-28-406-009	4,000	4,000	402	MUPUD	MARINA
BECK, DANIEL W. & STEPHANIE L.	4711-28-406-010	4,000	4,000	402	MUPUD	MARINA
SULLIVAN KEVIN	4711-28-406-011	4,000	4,000	402	MUPUD	MARINA
SULLIVAN KEVIN J	4711-28-406-012	4,000	4,000	402	MUPUD	MARINA
UHL, LLWYD W. & NOEL J.	4711-28-406-013	4,000	4,000	402	MUPUD	MARINA
MACFARLAND, THOMAS & JOAN	4711-28-406-014	4,000	4,000	402	MUPUD	MARINA
FOWLER, BETSY A.	4711-28-406-015	4,000	4,000	402	MUPUD	MARINA
FRITCH, BOB & NANCY J.	4711-28-406-016	4,000	4,000	402	MUPUD	MARINA
DAVIDSON, DONALD C. & NANCY L.	4711-28-406-017	4,000	4,000	402	MUPUD	MARINA
DAVIDSON, DONALD C. & NANCY L.	4711-28-406-018	4,000	4,000	402	MUPUD	MARINA
JOHNSON, JACK L. & YORK, DONNI	4711-28-406-020	4,000	4,000	402	MUPUD	MARINA
DESAI, BIPIN & PAMELA	4711-28-406-021	4,000	4,000	402	MUPUD	MARINA
THOMAS, RUSSELL & CLARA TRUST	4711-28-406-022	4,000	4,000	402	MUPUD	MARINA
VILLAS OF OAK POINTE ASSOC.	4711-28-406-023	4,000	4,000	402	MUPUD	MARINA
VILLAS OF OAK POINTE ASSOC.	4711-28-406-024	4,000	4,000	402	MUPUD	MARINA
VILLAS OF OAK POINTE ASSOC.	4711-28-406-025	4,000	4,000	402	MUPUD	MARINA
VILLAS OF OAK POINTE ASSOC.	4711-28-406-026	4,000	4,000	402	MUPUD	MARINA
KIRSCH, HILDEGARD TRUST	4711-28-406-027	4,000	4,000	402	MUPUD	MARINA
WELTON MARY JANE	4711-28-406-028	4,000	4,000	402	MUPUD	MARINA
EDWARDS ROGER S & SALLY S	4711-28-406-029	4,000	4,000	402	MUPUD	MARINA
ETUE KRISTE KIBBEY	4711-28-406-030	4,000	4,000	402	MUPUD	MARINA
HAZEN, RALEPH N. & SHARON L.	4711-28-406-031	4,000	4,000	402	MUPUD	MARINA
MCCARTHY DENNIS & JULIE D	4711-28-406-032	4,000	4,000	402	MUPUD	MARINA
CIOLEK TRUST	4711-28-406-033	4,000	4,000	402	MUPUD	MARINA
SULLIVAN KEVIN & SHARON	4711-28-406-034	4,000	4,000	402	MUPUD	MARINA
WELTON, DANIEL L.	4711-28-406-035	4,000	4,000	402	MUPUD	MARINA
WILKINS TRUST	4711-28-406-036	4,000	4,000	402	MUPUD	MARINA
DUNCAN, PHILLIP C. & LINDA M.	4711-28-406-037	4,000	4,000	402	MUPUD	MARINA
THIELS JOERG & THIELS MAUD	4711-28-406-038	4,000	4,000	402	MUPUD	MARINA
DUNDAS GERALD P	4711-28-406-039	4,000	4,000	402	MUPUD	MARINA
DELUCA, JOSEPH & TANJA	4711-28-406-040	4,000	4,000	402	MUPUD	MARINA
NEWTON KIM L & DEBORAH L	4711-28-406-041	4,000	4,000	402	MUPUD	MARINA
PACHI, JOHN & HOLTON, JAMES	4711-28-406-042	4,000	4,000	402	MUPUD	MARINA
GILDERSLEEVE CAROLE & FENTON J	4711-28-406-043	4,000	4,000	402	MUPUD	MARINA
PECK, DAVID W.	4711-28-406-044	4,000	4,000	402	MUPUD	MARINA
MAGNUS, ROBERT & NANCY	4711-28-406-045	4,000	4,000	402	MUPUD	MARINA
WITTBRODT MATTHEW	4711-28-406-046	4,000	4,000	402	MUPUD	MARINA
ARBOUR MONIQUE	4711-28-406-047	4,000	4,000	402	MUPUD	MARINA
MC LEAN, THOMAS N.	4711-28-406-048	4,000	4,000	402	MUPUD	MARINA
SCHUCH, JONATHON J.	4711-28-406-049	4,000	4,000	402	MUPUD	MARINA
GOLDSWORTHY, LINDA D.	4711-28-406-050	4,000	4,000	402	MUPUD	MARINA
EDWARDS JA JR & CORINNE	4711-28-406-051	4,000	4,000	402	MUPUD	MARINA
EDWARDS, J.A. JR. & CORINNE	4711-28-406-052	4,000	4,000	402	MUPUD	MARINA
JOSEPH, JERROLD & JANET	4711-28-406-053	4,000	4,000	402	MUPUD	MARINA
BRANNON LINDA & JOHNSON LISA	4711-28-406-054	4,000	4,000	402	MUPUD	MARINA
ADAMS TRUST	4711-28-406-055	4,000	4,000	402	MUPUD	MARINA
HACKMAN & JUDITH K	4711-28-406-056	4,000	4,000	402	MUPUD	MARINA
HARRIS, ROBERT L. & DONNA L.	4711-28-406-057	4,000	4,000	402	MUPUD	MARINA
DROZE, JOSEPH P. & DEBORAH H.	4711-28-406-058	4,000	4,000	402	MUPUD	MARINA
BARNARD JAMES A LIVING TRUST	4711-28-406-059	4,000	4,000	402	MUPUD	MARINA
SAVEDES MARIE	4711-28-406-060	4,000	4,000	402	MUPUD	MARINA
CANNON, CHARLES & PATRICIA	4711-28-406-061	4,000	4,000	402	MUPUD	MARINA
KALLS, KENNETH W. & DEBRA A.	4711-28-406-062	4,000	4,000	402	MUPUD	MARINA

Totals for all Parcels: Count= 459, S.E.V.= 61,822,700, Taxable= 52,985,256

# East and West Crooked Lake Aquatic Weed Control Proposed SAD





**GENOA CHARTER TOWNSHIP  
ORDINANCE NUMBER 110221A**

An ordinance for Genoa Township to assume responsibility for the administration and enforcement of the Stille-DeRossett Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501 and to designate an enforcing agency to discharge the responsibilities of Genoa Charter Township under the provisions of said Act.

GENOA CHARTER TOWNSHIP ORDAINS:

**Section 1. ASSUMPTION OF RESPONSIBILITY.** Genoa Charter Township assumes responsibility for the administration and enforcement of Public Act 230 of 1972 throughout its corporate limits.

**Section 2. ENFORCING AGENCY DESIGNATED.** Pursuant to Section 8b(6) of The Stille-DeRossett Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1508b(6), Genoa Charter Township hereby elects to administer and enforce the 1972 PA 230, the Michigan Building Code, the Michigan Electrical Code, the Michigan Mechanical Code and the Michigan Plumbing Code. Genoa Charter Township shall also administer and enforce the respective provisions of the Michigan Residential, Rehabilitation, and Uniform Energy Codes and all applicable laws and ordinances. A government official registered in accordance with 1986 PA 54 shall be appointed to receive all fees, issue permits, plan reviews, notices, orders, and certificates of use and occupancy. All personnel performing plan reviews and inspections shall be registered in accordance with 1986 PA 54.

**Section 3. REPEALS.** All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

**Section 4. PUBLICATION.** This ordinance shall be effective after legal publication and in accordance with provisions of the Act governing same.

This ordinance duly adopted on February 21, 2011 at a regular meeting of the Genoa Charter Township Board of Trustees and will become effective \_\_\_\_\_, 2011.

Date: \_\_\_\_\_, 2011

Signed \_\_\_\_\_  
Polly Skolarus  
Clerk of Genoa Charter Township

Attested: \_\_\_\_\_  
Gary McCririe  
Supervisor of Genoa Charter Township

# Memo

**To:** Genoa Township Board  
**From:** Dennis S. Smith, Building Official  
**CC:** Michael Archinal, Township Manager  
Kelly VanMarter, Planning Director  
**Date:** 2/17/2011  
**Re:** Changes in Building Permit Fee Schedule

**Manager Review:** 

Kelly has asked me to advise the Board as to what was changed on the Fee Schedule that you previously reviewed last year, versus the newly modified fee schedule.

Based on the comments from the building department open house, it was determined that adding "one-stop" fee type permits, consistent with Livingston County would be beneficial to both contractors and homeowners.

Working with Matt Royer from SAFEbuilt, Kelly and myself determined what types of permits would be considered a "One stop" – "one Inspection" type permits.

Roofing, siding, window replacement, furnace change out, hot water heater change out, pre-manufactured hot tub install, temporary electrical service and lawn irrigation service were all determined to be the types of permits only requiring minimal inspection service and more likely to be done by homeowners.

We then compared Livingston County's fees for these types of permits against the old fee structure. We found that in most cases there was a significant disparity. Therefore, we changed the fee schedule so that for these types of permits, we will only charge \$65.00. In some cases our new fee will be a few dollars more than Livingston County and in some case a few dollars less.

There were no other changes, rates or fee's added to the schedule. Please feel free to contact me with any questions.

# Genoa Township, MI

## Building Department Fee Schedule

### Building Permit Fee Schedule:

#### **Determination of Building Value**

The determination of value or valuation for purposes of determining and assessing the applicable building permit fee shall be made by the Building Official. The value of a project will be based on the stated value on the building permit application, or by applying the most recent "Square Foot Construction Costs Table" data published twice yearly by the International Code Council, whichever is greater.

#### **Building Permit and Plan Review Fees**

Building permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$569.70 for the first \$50,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$824.70 for the first \$100,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours . . . . .	\$75.00 per hour <sup>1</sup> (minimum charge – two hours)
2. Re-inspection fees. . . . .	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated . . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans . . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both . . . . .	Actual Cost <sup>2</sup>
<b>One-Stop Fees:</b>	
1. Pre- manufactured hot tub and 1 stop pools . . . . .	\$65.00
2. Re-roof (no structural changes) . . . . .	\$65.00
3. Siding . . . . .	\$65.00
4. Window replacement (no structural changes) . . . . .	\$65.00
<b>Building Plan Review Fees:</b>	
1. Commercial plan review and administration fee equal 65% of the Building Permit Fee	
2. Residential plan review and administration fee equal 30% of the Building Permit Fee	
<sup>1</sup> Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
<sup>2</sup> Actual costs include administrative and overhead costs.	

**Electrical Permit Fee Schedule:**

**Determination of Electrical Value**

The determination of value or valuation for purposes of determining and assessing the applicable electrical permit fee shall be made by the Building Official. Valuation shall be the total cost of materials, profit and labor. The Minimum valuation shall be at least 5% of the building valuation.

**Electrical Permit and Plan Review Fees**

Electrical permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

<b>TOTAL VALUATION</b>	<b>FEE</b>
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$569.70 for the first \$50,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$824.70 for the first \$100,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours . . . . .	\$75.00 per hour <sup>1</sup> (minimum charge – two hours)
2. Re-inspection fees. . . . .	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated . . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans . . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both . . . . .	Actual Cost <sup>2</sup>
<b>One-Stop Fees:</b>	
1. Temporary service . . . . .	\$65.00
2. Pre-manufactured hot tub . . . . .	\$65.00

**Plumbing Permit Fee Schedule:**

**Determination of Plumbing Value**

The determination of value or valuation for purposes of determining and assessing the applicable plumbing permit fee shall be made by the Building Official. Valuation shall be the total cost of materials, profit and labor. The minimum valuation shall be at least 5% of the building valuation.

**Plumbing Permit and Plan Review Fees**

Plumbing permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

<b>TOTAL VALUATION</b>	<b>FEE</b>
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$569.70 for the first \$50,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00

\$100,001.00 to \$500,000.00	\$824.70 for the first \$100,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours . . . . .	\$75.00 per hour <sup>1</sup> (minimum charge – two hours)
2. Re-inspection fees. . . . .	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated . . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both . . . . .	Actual Cost <sup>2</sup>
<b>One-Stop Fees:</b>	
1. Water Heater . . . . .	\$65.00
2. Water Softener . . . . .	\$65.00
3. Irrigation . . . . .	\$65.00

**Mechanical Permit Fee Schedule:**

**Determination of Mechanical Value**

The determination of value or valuation for purposes of determining and assessing the applicable mechanical permit fee shall be made by the Building Official. Valuation shall be the total cost of materials, profit and labor. The minimum valuation shall be at least 5% of the building valuation.

**Mechanical Permit and Plan Review Fees**


Mechanical permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$569.70 for the first \$50,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$824.70 for the first \$100,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours . . . . .	\$75.00 per hour <sup>1</sup> (minimum charge – two hours)
2. Re-inspection fees. . . . .	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated . . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans . . . .	\$65.00 per hour <sup>1</sup> (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both . . . . .	Actual Cost <sup>2</sup>
<b>One-Stop Fees:</b>	
1. Furnace or boiler change out . . . . .	\$65.00

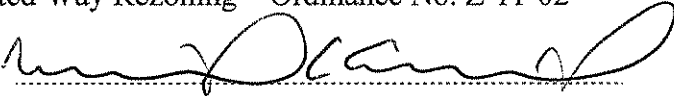
## MEMORANDUM

**To:** Genoa Township Board of Trustees

**Date:** February 17, 2011

**From:** Kelly VanMarter, Planning Director 

**Subject:** United Way Rezoning – Ordinance No. Z-11-02

**Manager Review:** 

---

Dear Honorable Officials and Trustees,

At the request of the Township Board and the Livingston County United Way, Township staff, legal counsel and United Way representatives have presented the Township with a request to rezone the property located at 2980 Dorr Road from Low Density Residential (LDR) to a Conditional Office Service District (OSD). The Conditions requested for imposition by the United Way are contained within the attached Rezoning Agreement. The Township Planning Commission held a public hearing and recommended approval of the rezoning at their November 8, 2010 meeting. The Livingston County Planning Commission reviewed and recommended approval at their January 19, 2011 meeting.

Staff recommends approval of the rezoning and adoption of Ordinance Z-11-02 your February 21, 2011 meeting. The following motions are suggested:

**Rezoning Agreement (requires support by a majority of the membership on roll call vote):**

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Zoning Agreement and adopt Ordinance No. Z-11-02 entitled the "Ordinance to amend the zoning map of the Charter Township of Genoa by rezoning parcel 4711-15-400-003 located at 2980 Dorr Road, Brighton, Michigan from Low Density Residential (LDR) to a Conditional Office Service District (OSD)".

**Environmental Impact Assessment:**

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Environmental Impact Assessment dated 12-16-2010.

**Rezoning Site Plan:**

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the rezoning Site Plan dated 10-8-2010.

Thank you for the opportunity to present this rezoning. Please contact me at (810) 227-5225 with any questions or concerns.

ORDINANCE NO. Z-11-02

AN ORDINANCE ENTITLED AN ORDINANCE  
TO AMEND THE ZONING MAP OF THE CHARTER  
TOWNSHIP OF GENOA BY REZONING PARCEL 4711-15-400-003  
LOCATED AT 2980 DORR ROAD, BRIGHTON, MICHIGAN  
FROM LOW DENSITY RESIDENTIAL (LDR) TO A  
CONDITIONAL OFFICE SERVICE DISTRICT (OSD)

---

**THE CHARTER TOWNSHIP OF GENOA HEREBY ORDAINS that the Zoning Map shall be amended as follows:**

Real property situated at the northwest corner of Dorr Road and Crooked Lake Road and more particularly described as follows:

**See legal description attachment "A", incorporated herein by reference.**

Shall be rezoned from LDR to a Conditional OSD classification.

The Zoning Map, as incorporated by reference in the Charter Township of Genoa's Zoning Ordinance, is hereby amended by the rezoning of the aforescribed parcel of real property from LDR to Conditional OSD.

***Severability***

If any provision of this Ordinance is found to be invalid, than the remaining portions of this Ordinance shall remain enforceable.

***Effective Date***

This Ordinance shall be effective upon publication in a newspaper of general circulation as required by law.

On the motion to adopt the Ordinance the following vote was recorded:

**Yeas:**

**Nays:**

**Absent:**

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Gary McCririe  
Township Supervisor

Township Board First Reading: February 7, 2011

Date of Publication of Proposed Ordinance: February 21, 2011

Township Board Second Reading and Adoption: February 22, 2011 *(proposed)*

Date of Publication of Ordinance Adoption:

Effective Date:

## ATTACHMENT 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°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.

Tax Parcel No. 11-15-400-003



**STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
CHARTER TOWNSHIP OF GENOA**

**Rezoning Agreement**

This Rezoning Agreement (hereafter referred to as "Agreement") is made and entered into on this 21<sup>st</sup> day of February, 2011, by and between the Board of the Charter Township of Genoa, 2911 Dorr Road Brighton, Michigan 48116 (hereafter referred to as "Township") and the Livingston County United Way (hereafter referred to as "Owner").

The Owner possesses fee title to certain real property located in Genoa Township, Livingston County, Michigan, which is more particularly described in **Exhibit A** attached hereto incorporated by reference (hereafter referred to as "Property"). The Township has determined that an amendment to the Official Zoning Map of the Township of Genoa to rezone the property from Low Density Residential (LDR) to Office Service District (OSD) is in keeping with the goals and objectives of the Township, provided that the conditions offered by the Owner under this Agreement to ensure consistency with the Township Master Plan are put in place.

Therefore, in accordance with Act 110 of 2006, as amended, entitled "Michigan Zoning Enabling Act," the Owner voluntarily offers in writing an agreement for certain use and development of the Property as a condition to an amendment to the Official Zoning Map of the Township of Genoa to rezone said property from Low Density Residential (LDR) to Office Service District (OSD).

At a properly noticed public hearing held on November 8, 2010, the Planning Commission, having reviewed a draft of this Agreement, recommended to the Township Board that the Property be rezoned from Low Density Residential (LDR) to Office Service District (OSD) in accordance with the applicable provisions of the Township Zoning Ordinance and with the conditions offered by the Owner.

On February 21, 2011, the Township Board at a properly noticed public hearing and in accordance with the Township Zoning Ordinance rezoned the Property from Low Density Residential (LDR) to Office Service District (OSD), based upon this Agreement.

**ARTICLE I  
General Terms of Agreement**

- 1.1 The Owner and Township acknowledge and represent that the foregoing recitals are true and accurate and said recitals and the terms of this Agreement are binding on the respective parties.
- 1.2 The Owner and the Township acknowledge and agree to the following:

- (a) The Owner has voluntarily requested a change in zoning of the Property from Low Density Residential (LDR) to Office Service District with conditions. The Township has relied upon the agreement and may not grant the Rezoning but for the conditions offered in this Rezoning Agreement.
  - (b) This Rezoning Agreement and its terms and conditions are authorized by all applicable state and federal laws and constitutions, and this Rezoning Agreement is valid and was entered into on a voluntary basis.
  - (c) The Property shall only be developed and used in a manner that is consistent with this Rezoning Agreement
  - (d) This rezoning is conditioned upon site plan approval under Article 18 of the Genoa Township Zoning Ordinance or subdivision approval under the Township Subdivision control ordinance and obtaining other necessary approvals required by the Township and all applicable county, and state agencies
  - (e) Notwithstanding any provision in this agreement to the contrary, no part of this Rezoning Agreement shall permit any activity, use or condition that would otherwise not be permitted in the Office Service District (OSD) zoning district.
  - (f) The approval of the conditional rezoning and the Rezoning Agreement shall be binding and inure to the benefit of the Owner and the Township, and also their respective heirs, successors, assigns receivers or transferees.
  - (g) If the rezoning with this Rezoning Agreement becomes void in accordance with Article 22 of the Genoa Township Zoning Ordinance, that no further development shall take place and the land shall revert back to its original zoning classification.
- 1.3 The rezoning to Office Service District (OSD) is hereby granted, having been duly approved by the Township, based upon this Agreement, in accordance with all applicable Township ordinances.
- 1.4 All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.
- 1.5 Except as specifically provided for in this Agreement, all site plans will comply with the Zoning Ordinance and other applicable ordinance requirements.

**ARTICLE II**  
**Land Use Authorization**

In addition to the applicable requirements of the district, the Owner agrees to the following items as a condition of rezoning the property:

- 2.1 Permitted use of the property shall be limited to the uses described below:
- a. Studios of photographers and artists;
  - b. Offices of non-profit professional, civic, social, political and religious organizations;

- c. Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding hospitals, and urgent care centers;
  - d. 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;
  - e. Public parks and open space;
  - f. Essential public services and structures, not including buildings and storage yards;
  - g. Public/government buildings such as; township/state/county offices, public museums, libraries and community centers; and,
  - h. Accessory uses, buildings and structures customarily incidental to any of the above.
- 2.2 Child care centers, preschool and commercial day care may be allow with a special land use permit from the Township, in accordance with the review procedures and approval criteria stated in the Zoning Ordinance.
- 2.3 Outdoor storage shall be prohibited.
- 2.4 If the Property owner desires to expand the parking lot, buildings or pursue any other significant construction activities, application for site plan and environmental impact assessment approval shall be submitted to the Township, in accordance with the review procedures and requirements stated in the Zoning Ordinance.
- 2.5 If the Township establishes nonmotorized pathways along Dorr Road or Crooked Lake Road, the Property owner shall grant necessary easements for pathway improvements. Such easements shall not, however, unreasonably burden the Property.
- 2.6 The Property owner agrees to provide necessary easements for any future water and/or sewer improvements across the Property. Such easements shall not unreasonably burden the Property and shall not encroach into the building envelope of the Property. The Township agrees that after any utility construction, it will restore the Property back to the condition that existed prior to any such construction.

**ARTICLE III  
Miscellaneous Provisions**

- 3.1 The requirements of this agreement shall be required for any use or development of the Property. If the conditions under this agreement are violated, the Property shall be rezoned to its former zoning classification of Low Density Residential. Continued use of the property in violation of the terms of this Agreement shall be considered a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for a violation of the Zoning Ordinance.
- 3.2 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.
- 3.3 This agreement shall be recorded with the Livingston County Register of Deeds.

- 3.4 This Agreement shall run with the land and shall be binding upon all heirs, successors, assigns, receivers and transferees of the Property.
- 3.5 This Agreement may not be modified, replaced, amended or terminated without the written consent of the Township Board.
- 3.6 This Agreement shall not in any way affect the reversionary clause of the Warranty Deed recorded in Liber \_\_\_\_\_, Page \_\_\_\_\_ (Instrument Number \_\_\_\_\_) Livingston County Records and this Agreement is and shall be subject to the terms of said Warranty Deed.

The undersigned acknowledge that the conditions imposed upon the rezoning of the property are reasonable conditions necessary to ensure compatibility with adjacent uses of the land and promote the use of the land in a socially and economically desirable manner. Further, it is acknowledged that the Agreement meets all the requirements of Section 405 of P.A. 110 of 2006, as amended.

Approved by the Township Board for the Charter Township of Genoa on the 21<sup>st</sup> day of February, 2011, at a meeting duly called and held.

WITNESSES

TOWNSHIP OF GENOA:

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by Gary McCririe, Supervisor of Genoa Charter Township and Paulette A. Skolarus, Clerk of Genoa Charter Township, a Michigan municipal corporation by authority of its Board of Trustees.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
\_\_\_\_\_  
County, MI  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

Approved by the Board of Directors for the Livingston County United Way on the \_\_\_\_ day of \_\_\_\_\_, 2011, at a meeting duly called and held.

WITNESSES

LIVINGSTON COUNTY UNITED WAY:

\_\_\_\_\_

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

\_\_\_\_\_

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by David Rex, President of the Livingston County United Way, a Michigan non-profit corporation, on behalf of the corporation, with authority to do so.

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

## 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°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.

Tax Parcel No. 11-15-400-003

**Impact Assessment for  
Proposed Conditional Rezoning  
2980 Dorr Road  
From LDR Low Density Residential to OS Office Service**

**Genoa Township  
Livingston County**

Prepared for:



**Genoa Charter Township  
2911 Dorr Road  
Brighton, MI 48116**

Prepared by:



**LSL Planning, Inc.**

*Community Planning Consultants*

**LSL Planning, Inc.  
Washington Square Plaza  
306 S. Washington Avenue  
Suite 400  
Royal Oak, MI 48067**

September 29, 2010  
Revised December 16, 2010

# IMPACT ASSESSMENT

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## INTRODUCTION

The following impact assessment is provided to assist the Township in the evaluation of the proposed conditional rezoning for the property at 2980 Dorr Road from LDR Low Density Residential to OS Office Service. The information is provided in accordance with the impact assessment requirements outlined in Section 18.07 of the Township Zoning Ordinance.

### **Name and address responsible for preparation of the impact assessment and a brief statement of their qualifications.**

Prepared For:  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

Prepared By:  
LSL Planning, Inc.  
Washington Square Plaza  
306 S. Washington Avenue, Suite 400  
Royal Oak, MI 48067

LSL Planning, Inc. is a community planning and urban design consulting firm. The firm has experience in land use planning and development with particular expertise in community, transportation and environmental planning. The firm serves as the on-going planning consultant for the Township, which provides insight and experience with Township planning and zoning matters.

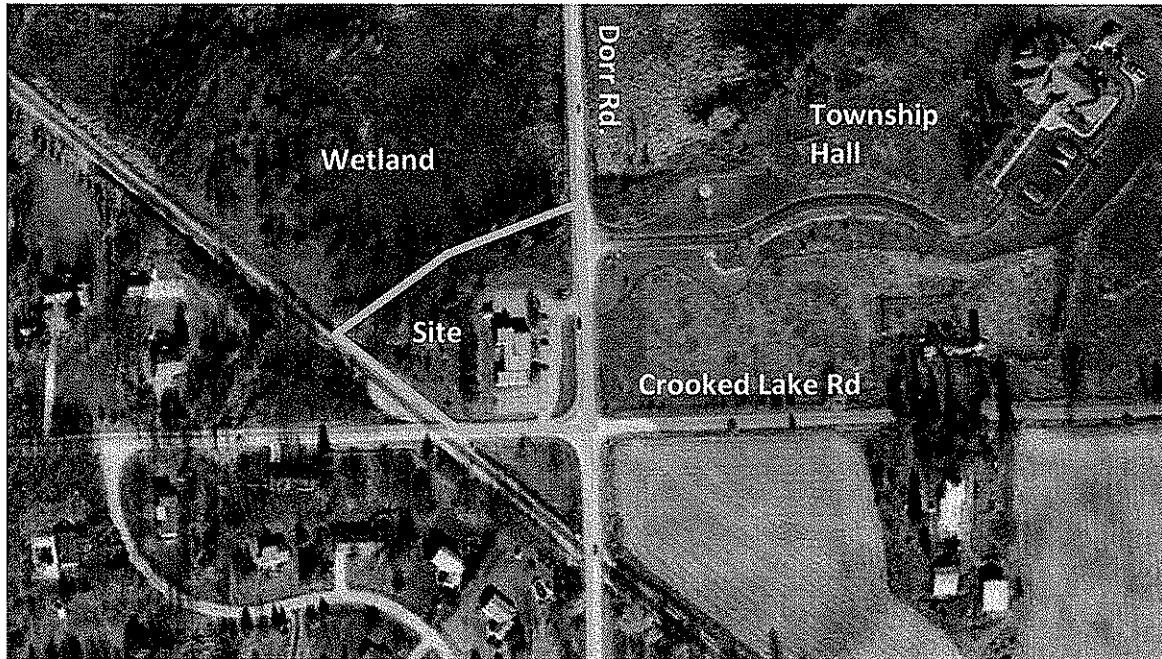
## PROPOSED DEVELOPMENT

The owner proposes to rezone the property at 2980 Dorr Road from LDR Low Density Residential to OS Office Service. The site is located at the northwest corner of the intersection of Dorr and Crooked Lake roads. The site is occupied by an approximately 5,000-square foot office building and 40-space parking lot, which was the former Township Hall and now houses offices of the Livingston County United Way. The Township recently sold the property to the United Way. No expansion of the building or parking lot is proposed at this time.



**Description of the site, including existing structures, man-made facilities, and natural features, all inclusive to within 100' of the property boundary.**

The site is occupied by an office building and parking lot. The current Township Hall property is located to the east. There are woodlands and wetlands to the north. The property on the south side of Crooked Lake Road is currently vacant. The southeast corner of the intersection is agricultural. A railroad line runs diagonally to the south and west of the site. There are single family residential uses that are further to the south and west beyond the railroad line.



**Impact on Natural Features: A written description of the environmental characteristics of the site prior to development, i.e. topography, soils, vegetative cover, drainage, streams, creeks or ponds.**

The site was previously developed and no site alterations are proposed at this time. There are existing woodlands along the north and west sides of the site. There are wetlands and an intermittent stream to the north. Because no expansion is proposed, the rezoning from LDR Low Density Residential to OS Office Service will not have a significant impact on the site's natural features. The wetlands to the north of the site may limit any potential for a future expansion.

**Impact on Stormwater Management: Description of Soil Erosion Control Measures During Construction**

The site is occupied by an office building and parking lot. The site currently discharges stormwater to the wetland and intermittent stream to the north and roadside drainage along Dorr Road. Because no expansion is proposed, the rezoning from LDR Low Density Residential to OS Office Service will not generate any additional stormwater runoff.

**Impact on Surrounding Land Use: Description of proposed usage and other man made facilities; how it conforms to existing and potential development patterns. Effects of added lighting, noise or air pollution.**

The surrounding land uses include agricultural, public, residential and vacant land. The railroad line to the south and west creates a transitional line to the residential uses that are further to the south and west. The current office use of the property is proposed to continue. The rezoning to OS Office Service will allow the current use or other similar office uses. The conditional rezoning agreement proposed will limit the types of uses that would be allowed to occupy the building to the following:

- a. Child care centers, preschool and commercial day care with Special Land Use permit approval;
- b. Studios of photographers and artists;
- c. Offices of non-profit professional, civic, social, political and religious organizations;
- d. Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, hospitals and urgent care centers;
- e. 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;
- f. Public parks and open space;
- g. Essential public services and structures, not including buildings and storage yards;
- h. Public/government buildings such as; township/state/county offices, public museums, libraries and community centers; and,
- i. Accessory uses, buildings and structures customarily incidental to any of the above.

**Impact on Public Facilities and Services: Description of number of residents, employees, patrons, and the impact on general services, i.e., schools, police**

Because the existing building is not proposed to be expanded, the rezoning will not have any direct impact on population or demand for public services. The rezoning will allow for continued use of the building by Livingston County United Way, which provides social services to residents of the entire county.

**Impacts on Public Utilities: Description of all public utilities serving the project, i.e. water, sanitary sewer and storm drainage control. Expected flows projected in residential developments.**

The building is served by existing onsite well and septic. Because the existing building is not proposed to be expanded, the rezoning will not have any direct impact on public utilities.

**Storage or Handling of any Hazardous Materials: Description of any hazardous materials, used, stored or disposed of on-site.**

The existing use of the building and uses allowed under the conditional rezoning agreement typically will not involve the storage or handling of any significant quantities of hazardous materials.

**Impact on traffic and pedestrians: Description of traffic volumes to be generated and their effect on the area.**

Dorr Road and Crooked Lake Road are both paved two-lane county roads. The intersection of Dorr Road and Crooked Lake Road is a stop-controlled intersection. There are no sidewalks along the road frontage. The site has one driveway access to Dorr Road and one driveway access to Crooked Lake Road. The site currently has a parking lot that holds approximately 40 vehicles. A typical 5,000-square foot general office building will generate an average of 55 vehicle trips per day. Dorr Road currently carries an average daily traffic of 5,070 vehicles per day, which is under capacity. Because the use of the building will be the same or similar to the current use, no significant impact on traffic is anticipated as a result of the rezoning.

**Impact on Historic and Cultural Resources.**

The former Township Hall building, currently owned and occupied by United Way, is proposed to remain. This building has not been designated as a historic structure. The rezoning will not result in the alteration or demolition of any structures of historic significance.

**Special Provisions: Deed restrictions, protective covenants, etc.:**

The proposal is for a conditional rezoning, which includes a zoning agreement. The zoning agreement will be recorded with the Livingston County Register of Deeds and includes the following restrictions:

- a. The use of the property will be limited to those uses listed in the agreement, as noted on Page 3 above.
- b. No outdoor storage shall be permitted.
- c. Any future expansion to the building or parking lot will require a site plan and new environmental impact assessment.
- d. The property owner will be required to grant any necessary easements for water, sewer, sidewalk or pathway improvements.

**Description of All Sources:**

Genoa Township Master Plan, 2006  
Genoa Township Zoning Ordinance, as amended 2009  
Proposed Rezoning Agreement

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
NOVEMBER 8th, 2010  
6:30 P.M.**

**MINUTES**

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

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

WORK SESSION: No work session was required.

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

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 extension of site plan application, impact assessment and site plan for a proposed 18,510 sq. ft. retail and office building located at 5970 E. Grand River, Sec. 10, petitioned by Jasmal LLC.**

**Planning Commission disposition of petition**

- A. Disposition of approval extension for the site plan application, site plan and impact assessment from 11-19-10 thru 11-19-11.

**Motion** by Jim Mortensen to grant extension of site plan application, impact assessment and site plan for a proposed 18,510 sq. ft. retail and office building located at 5970 E. Grand River, Sec. 10, petitioned by Jasmal LLC from 11-19-10 thru 11-19-11. Supported by Barbara Figurski.  
**Motion carried unanimously.**

**OPEN PUBLIC HEARING # 2... Review of conditional rezoning agreement, environmental impact assessment and rezoning site plan for a rezoning located at 2980 Dorr Road from LDR (Low Density Residential) to a conditional OSD (Office Service District), Sec. 15, petitioned by Genoa Township on behalf of the Livingston County United Way.**

Jeff Purdy, LSL Planners stated that the changes made to the agreement were made due to the discussions at the last meeting.

Chairman Brown stated that changes need to be made in the environmental impact assessment to reflect changes to the agreement.

**Planning Commission disposition of petition**

- A. Recommendation of environmental impact assessment.
- B. Recommendation of conditional rezoning agreement.
- C. Recommendation of rezoning site plan.

**Motion** by Barbara Figurski, to recommend to the Township Board that they approve the impact assessment dated September 29, 2010 with the changes made according to the agreement, subject to:

1. Approval by the Township Board of the conditional rezoning agreement and the rezoning site plan.

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

**Motion** by Jim Mortensen, to recommend to the Township Board approval of the conditional rezoning agreement for the United Way property located at 2980 Dorr Road. The Township Board shall approve the conditional rezoning site plan and the environmental impact assessment.

1. This approval was due to the uniqueness of the property and location to the railroad and wetlands.

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

**Motion** by Jim Mortensen, to recommend to the Township Board approval of the rezoning site plan for the United Way building located at 2980 Dorr Road, reviewed with the materials presented to the Commission this evening, subject to:

1. Approval by the Township Board of the conditional rezoning environmental impact assessment and the conditional rezoning agreement.

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

### **OPEN PUBLIC HEARING #3...Review of amendments to Zoning Ordinance Articles 3 and 11.**

Chairman Brown stated that he did not have any problems with the text of Article 3 and that was the consensus of the Commission.

In regards to Article 11, Chairman Brown stated that he did research on the internet regarding outdoor burning furnaces. He stated that he would like for the ordinance to control what can be burned in them.

Lauren Brookins stated that she did not have a problem with this ordinance and stated that it is a great thing to have. The nuisance is going to be minimal as they are seen in rural areas more. The cost effectiveness is a good thing.

Chairman Brown stated that he lives in a small lot subdivision and with the 100 feet setback, it would be very difficult to put one on there. He questioned about an area being 30 feet completely free of debris.

Jeff Purdy, LSL Planner, stated that the intent is not to end up with a brush fire. Firewood would be stacked and well maintained.

Kelly VanMarter stated that the fire marshall did have a chance to review the ordinance. He was glad to see the community with a regulation on this issue.

He would like the township to require a permit. He suggested there could be an issue about people making their own. The clear distance area was a large area. He felt that wood up to the unit would be ok.

October 27, 2010

Ms. Kelly VanMarter  
Genoa Township Planning Director  
Genoa Charter Township  
2911 Dorr Road  
Brighton, Michigan 48116

Re: Rezoning Agreement in connection with  
Request to Rezone Livingston County United Way Parcel  
Located in Section 15 at 2980 Dorr Road

Dear Ms. VanMarter,

The Livingston County United Way has requested Genoa Charter Township to rezone the property that the United Way owns at 2980 Dorr Road in Section 15 of the Township. The property is currently zoned LDR (Low Density Residential) and the United Way has requested that the property be re-zoned to conditional OSD (Office Service District). Attached please find the Rezoning Agreement that we request to be approved by the Township. The Rezoning Agreement incorporates the use restrictions detailed in our letters dated October 6, 2010 and October 12, 2010. Thank you for your attention to this matter.

Sincerely,



Athena Bacalis, Esq.

cc: Nancy A. Rosso, Executive Director  
Livingston County United Way

October 12, 2010

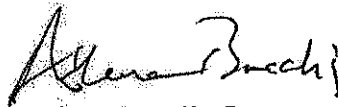
Ms. Kelly VanMarter  
Genoa Township Planning Director  
Genoa Charter Township  
2911 Dorr Road  
Brighton, Michigan 48116

Re: Request to Rezone Livingston County United Way Parcel  
Located in Section 15 at 2980 Dorr Road

Dear Ms. VanMarter,

The Livingston County United Way has requested Genoa Charter Township to rezone the property that the United Way owns at 2980 Dorr Road in Section 15 of the Township. The property is currently zoned LDR (Low Density Residential) and the United Way has requested that the property be re-zoned to conditional OSD (Office Service District) with the uses limited as detailed in our October 6, 2010 letter. In recognition of the concern that child care centers, preschool and commercial day cares do present particular traffic and circulation challenges, we request that those uses be permitted for the United Way site but as a special use. Thank you for your attention to this matter.

Sincerely,



Athena Bacalis, Esq.

cc: Nancy A. Rosso, Executive Director  
Livingston County United Way

October 6, 2010

Ms. Kelly VanMarter  
Genoa Township Planning Director  
Genoa Charter Township  
2911 Dorr Road  
Brighton, Michigan 48116

Re: Request to Rezone Livingston County United Way Parcel  
Located in Section 15 at 2980 Dorr Road

Dear Ms. VanMarter,

Please accept this letter as confirmation of the Livingston County United Way's request to Genoa Charter Township to rezone the property that the United Way owns at 2980 Dorr Road in Section 15 of the Township. The property is currently zoned LDR (Low Density Residential). The United Way recently acquired title to the property. I am the attorney who assisted the Livingston County United Way with the acquisition of title. In connection with the transfer of title, the United Way requests that the property be re-zoned from LDR to conditional OSD (Office Service District) which shall be limited to the following described uses:

- a. Child care centers, preschool and commercial day care;
- b. Studios of photographers and artists;
- c. Offices of non-profit professional, civic, social, political and religious organizations;
- d. Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers;
- e. 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;
- f. Public parks and open space;
- g. Essential public services and structures, not including buildings and storage yards;
- h. Public/government buildings such as township/state/county offices, public museums, libraries and community centers; and,
- i. Accessory uses, buildings and structures customarily incidental to any of the above.
- j. No outdoor storage shall be permitted.

Thank you for your assistance with this matter.

Sincerely,



Athena Bacalis, Esq.

cc: Nancy A. Rosso, Executive Director  
Livingston County United Way





**LSL Planning, Inc.**

Community Planning Consultants

September 29, 2010

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director
<b>Subject:</b>	United Way Conditional Rezoning from LDR to OSD
<b>Location:</b>	2980 Dorr Road – west side of Dorr Road, north of Crooked Lake Road
<b>Zoning:</b>	LDR Low Density Residential
<b>Applicant:</b>	Genoa Charter Township (on behalf of Livingston County United Way) 2911 Dorr Road Brighton, MI

Dear Commissioners:

At the Township’s request, we have reviewed the proposed conditional rezoning of the old Township Hall property from LDR Low Density Residential to OS Office Service. The proposed rezoning has been reviewed in accordance with the Genoa Township Zoning Ordinance and Master Plan.

**A. SUMMARY**

1. The rezoning is proposed as a conditional rezoning. The zoning agreement allows for office uses, but prohibits the more intensive commercial and service uses.
2. The Master Plan designates this site as Public/Quasi Public.
3. The site is developed with the former Township Hall, which is currently owned by United Way and used as office space for the non-profit organization.
4. The existing building and site are not appropriate for a single family residence as currently zoned.
5. Office zoning and uses would be compatible with the Township Hall site to the east.
6. The railroad to the west creates a transitional line between office use on this site and the residential uses.
7. Woodlands and wetlands north of the site may limit the ability to expand the building and/or parking lot in the future.
8. The site is located outside of the utility service area and currently served by a well and septic system.
9. Traffic impacts should not be significantly increased as a result of the rezoning.

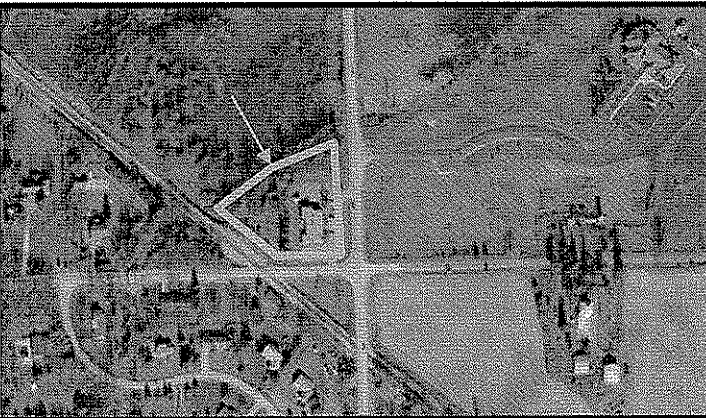
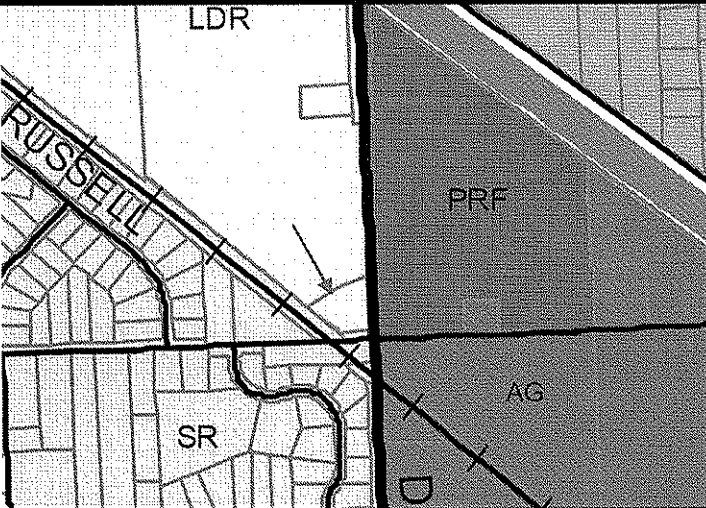
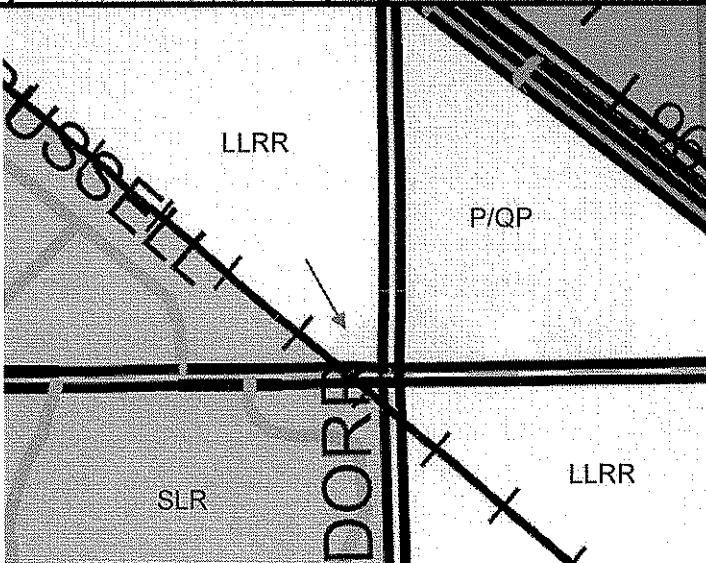
**B. PROCESS**

As described in Article 22 of the Zoning Ordinance, the process to amend the Township Zoning Map is as follows:

1. The Township Planning Commission holds a public hearing on the rezoning and makes a recommendation to the Township Board.
2. The Livingston County Planning Commission reviews the rezoning and makes a recommendation to the Township Board.
3. The Township Board considers the recommendations of both Commissions and takes action to grant or deny the application for rezoning.

**C. PROJECT DESCRIPTION**

The site is located on the west side of Dorr Road, north of Crooked Lake Road. Current zoning and existing land uses adjacent to the subject site are as follows:

<b>Existing Land Use</b>		
Site	Office	
North	Vacant	
East	Township Hall	
South	Railroad/Vacant	
West	Railroad/Residential	
<b>Zoning</b>		
Site	LDR	
North	LDR	
East	PRF	
South	SR	
West	SR	
<b>Master Plan</b>		
Site	Public/Quasi Public	
North	Large Lot Rural Residential	
East	Public/Quasi Public	
South	Small Lot Residential	
West	Small Lot Residential	

**D. REZONING REVIEW**

***1. Consistency 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 Township Master Plan and Future Land Use Map designate this site as Public/Quasi Public. This designation corresponds to land areas occupied by governmental, utility or civic uses such as churches, parks, state, county and municipal facilities and major utility lines. Although the PRF District most closely resembles the Master Plan designation, the OSD (proposed zoning) also permits governmental and civic uses prescribed by the Master Plan (as shown in the proceeding table). Additionally, more intensive commercial and service uses will be prohibited via the zoning agreement as a condition of approval.

***2. Compatibility of the site's physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district.***

The site is currently developed with the former Township Hall building and parking lot, and is currently owned and occupied by a non-profit organization for office space (United Way). There are woodlands and wetlands to the north of the site, which may limit the ability to expand the building or parking lot beyond its current size; however, the site will be able to accommodate the OSD uses proposed via the zoning agreement.

***3. The ability to the site to be reasonably developed with one (1) of the uses permitted under the current zoning.***

As noted above, the site is currently occupied by an office building and parking lot. The design and configuration of the building and site are not appropriate for a single family residence, as currently zoned.

***4. The compatibility of all the potential uses allowed in the proposed zoning district 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 current Township Hall site on the east side of Dorr Road is compatible with the office use on the subject site. Property on the south side of Crooked Lake Road is currently vacant. A railroad line runs diagonally to the south and west of the site. The railroad creates a transitional line between the office use on this site and the residential uses that are further to the south and west.

This rezoning request is proposed as a conditional rezoning. The zoning agreement allows for office and certain service uses, but prohibits the more intense commercial uses typically allowed in the OSD, such as banks and restaurants. The first table on the following page shows the OSD uses that would be allowed and prohibited by the zoning agreement. The second table compares the uses that are allowed in the proposed OSD and the Public and Recreation Facilities (PRF) district, which is how the current Township Hall property is zoned. A number of the uses allowed in the OSD are similar in nature to those allowed in PRF.

**USES ALLOWED BY REZONING AGREEMENT**

Allowed by OSD and Rezoning Agreement	Prohibited
<ul style="list-style-type: none"> <li>• Child care centers, preschool and commercial day care;</li> <li>• Studios of photographers and artists;</li> <li>• Offices of non-profit professional, civic, social, political and religious organizations;</li> <li>• Medical urgent care facilities, medical centers and clinics;</li> <li>• Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers;</li> <li>• 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;</li> <li>• Public parks and open space;</li> <li>• Essential public services and structures, not including buildings and storage yards; and</li> <li>• Public/government buildings such as; township/state/county offices, public museums, libraries and community centers</li> </ul>	<ul style="list-style-type: none"> <li>• Business services such as mailing, copying, data processing and retail office supplies;</li> <li>• Conference centers;</li> <li>• Funeral home or mortuary;</li> <li>• Personal and business service establishments, performing services on the premises, including: dry cleaning drop-off stations, data processing centers, dressmakers and tailors, shoe repair shops, tanning salons, beauty parlors, barber shops, and similar establishments;</li> <li>• Dry cleaning drop-off stations with drive-through service;</li> <li>• Restaurants coffee shops and bars;</li> <li>• Adult day care facilities;</li> <li>• Banks, credit unions, savings and loan establishments and similar financial institutions, including drive-through service;</li> <li>• Hospitals;</li> <li>• Veterinary clinics, veterinary hospitals and offices;</li> <li>• Health clubs, fitness centers, gyms and aerobic clubs;</li> <li>• Commercial schools and studios for teaching photography, art, music, theater, dance, martial arts, ballet, etc;</li> <li>• Elementary schools, junior and senior high schools and colleges;</li> <li>• Dormitories or student apartments accessory to a college;</li> <li>• Vocational and technical training facilities; and</li> <li>• Churches, temples and similar places of worship and related facilities</li> </ul>

**COMPARISON OF USES ALLOWED IN LDR, OSD AND PRF DISTRICTS**

Uses	LDR	OSD*	PRF
<b>Residential Dwellings</b>			
Single family detached dwellings	P	-	-
Clustered residential development on the same site as a recreational use	-	-	S
Residential dwellings for a facility manager at a golf course or campground	-	-	S
<b>Child and Adult Care</b>			
Adult foster care home	S	-	-
Residential child care	P/S	-	-
Child care centers, preschools and commercial day care	-	P	-
<b>Recreational Uses</b>			
Carnivals, fairs, commercial cider mills and amusement parks	-	-	S
Commercial indoor recreational facilities	-	-	S
Campgrounds for travel trailers, tent-campers, motor homes and tents	-	-	S
Commercial outdoor recreational establishments	-	-	S
Golf courses	S	-	S
Golf domes	-	-	S
Golf driving ranges and miniature golf courses	-	-	S

Uses	LDR	OSD*	PRF
Parks, common greens, plazas, public gathering places and open space	P	P	P
Private outdoor recreational areas for off-road vehicles and snowmobiles, gun/archery ranges, paintball and similar uses	-	-	S
Private non-commercial institutional or community recreation facilities	-	-	S
Public arenas, stadiums and skating rinks	-	-	S
Public or private campgrounds	-	-	S
Public parks, public open space, public recreation areas, public playgrounds, lakes, beaches, pools, public gardens and public nonprofit golf courses without driving ranges or restaurant/banquet facilities	P	-	P
Ski facilities that may or may not be operated for profit	-	-	S
<b>Governmental</b>			
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers	S	P	P
Farmers market	-	-	S
Public fountains	-	-	S
<b>Civic</b>			
Animal Shelters	-	-	-
Art galleries, libraries, museums, memorials and monuments.	-	-	P
Cemeteries	-	-	S
Churches, temples and similar places of worship	S	-	P
<b>Education</b>			
Elementary schools, public, private or parochial	S	-	P
Junior and senior high schools and colleges	-	P	P
Colleges	-	P	P
Dormitories or student apartments accessory to a college	-	S	S
<b>Health Care</b>			
Medical offices	-	P/S	-
Medical urgent care facilities, medical centers and clinics	-	S	S
Homes for aged and extended care facilities such as nursing homes	-	-	S
<b>Office</b>			
Offices	-	P/S	-
Offices of non-profit professional, civic, social, political and religious organizations	-	P	-
<b>Utility Facilities</b>			
Essential public services and structures, not including buildings and storage yards	S	P	-
Public sewage treatment plants, public water plants, essential public services and buildings, public works garages and similar uses	-	-	P
Water towers	-	-	P
<b>Transportation</b>			
Airports, landing strips and heliports	-	-	S

\* Allowed in OSD based upon the proposed zoning agreement

**5. The capacity of Township infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the Township.**

The site is located outside of the utility service area and the current building is served by a well and septic system. Any future expansion of the existing building would be subject to limitations of the County Health Department. The site has driveway access to both Dorr and Crooked Lake Road. The current office use generates traffic on these roads and rezoning is unlikely to have a significant impact upon traffic.

**6. *The apparent demand for the types of uses permitted in the requested zoning district in the Township in relation to the amount of land in the Township currently zoned to accommodate the demand.***

The building is currently used as a non-profit office by United Way. The building currently meets the need for this type of use in the community.

**7. *Where a rezoning is reasonable given the above criteria, a determination the requested zoning district is more appropriate than another district or amending the list of permitted or Special Land Uses within a district.***

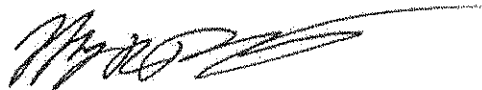
The PRF district is the zoning designation that would most closely correspond to the Township Master Plan and Future Land Use designation for public. (The current Township Hall property to the east is zoned PRF.) A number of the allowable uses in the OSD, as restricted by the rezoning agreement, are similar in nature to those allowed in PRF. The OSD would be most appropriate given the desire to continue the existing office use and encourage similar use in the future.

**8. *The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided.***

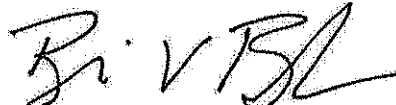
There have been no rezoning requests for this property within the past year.

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

Sincerely,  
LSL PLANNING, INC.



Jeffrey R. Purdy, AICP, PTP  
Partner



Brian V. Borden, AICP  
Senior Planner



**TETRA TECH**

**GENOA TOWNSHIP**

**OCT 07 2010**

**RECEIVED**

October 6, 2010

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

**Re: Genoa Township – United Way Rezoning  
Review #1**

Dear Ms. VanMarter:

As requested, we have performed a review of the above-referenced rezoning plan prepared by LSL Planning, Inc. The Township is proposing to rezone the 2.17 acre former Township Hall parcel at the northwest corner of Crooked Lake Road and Dorr Road from Low Density Residential (LDR) to Office Service (OS). We offer the following comments for your consideration.

#### **TRAFFIC**

1. The subject site is currently developed with the offices of the non-profit United Way. Expansion of this current use is not proposed as part of this rezoning. The parcel is only 2.17 acres in size and is bounded by a railroad on the southwest and a significant wetland on the north. These physical barriers limit the expansion capabilities of the site. Given the current use and the parcel's small size, we do not anticipate any negative traffic impacts as a result of the proposed rezoning.

#### **UTILITIES**

2. Municipal sanitary sewer and water services are not available at this site. The existing structure is served with a private well and septic service. The proposed rezoning will not change the utility service to the site. Any expansion of the site will require a site plan review by the Livingston County Health Department and adherence to their standards.

#### **DRAINAGE AND GRADING**

3. The site currently is developed and storm water drains from the site via the roadside ditches and sheet flow to the wetland to the north. Should the current use be expanded, the storm water management plan will need to be reviewed for compliance



**TETRA TECH**

with current Township and County Drain Commissioner standards. The proposed rezoning action will not impact the drainage and grading of the site.

**RECOMMENDATION**

Based on our review of the rezoning Impact Assessment and the Rezoning Agreement, we have no engineering related objections to the proposed rezoning from LDR to OS.

If you have any questions or comments, please call.

Sincerely,

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

:be  
200-12736-10004

cc: Mr. Gary McCririe, Genoa Township

K:\Letters\Genoa Twp. United Way Rezoning Review #1, 10-6-10.doc



**Staff Recommendation: APPROVAL.** Staff believes the proposed changes to the Ordinance are reasonable and appropriate.

**Commission Discussion:** None.

**Public Comment:** None.

**Commissioner Action:** IT WAS MOVED BY COMMISSIONER SPARKS, TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER PROKUDA.

All in favor, motion passed. 4-0

**D. Z-04-11 GENOA CHARTER TOWNSHIP REZONING**

**Current Zoning:** LDR Low Density Residential  
**Proposed Zoning:** Conditional OSD Office Service District  
**Proponents:** Genoa Charter Township/Livingston County United Way

**TOWNSHIP MASTER PLAN:** The Genoa Township Master Plan designates this site as Public/Quasi Public. This classification includes land areas to be occupied by government, utility or civic uses such as churches, parks, state, county and municipal facilities and major utility lines. The master plan further states "Any development with another, more intense quasi-public land use, such as a medical center or hospital, should be designed as a PUD to properly integrate the development within the community. Such facilities should be designed to provide a campus type design, with coordinated access and circulation, consistent building design and preserved open space and natural features."

**COUNTY COMPREHENSIVE PLAN:** The Livingston County Comprehensive Plan (as amended) designates this site as **Residential**. The Plan describes this designation as follows:

*Residential areas are located mainly in the southeast quadrant of the county. This quadrant has had the largest number of new residents move in over the last decade, and is the most built out area of the county. Over 40% of the county's population lived in Residential areas in 2000. It is characterized by fairly dense residential, commercial, and to some extent industrial development, although less dense and intense than uses found in the cities and villages. Residential areas are not without their rural character and scenic vistas. However, few agricultural lands in Residential areas are expected to exist twenty years from now. New residential developments in these areas should be compact and make the best use of sewer and water if it is available, and cluster projects should be utilized when appropriate to preserve open space and scenic vistas. Projects such as planned unit developments that are not feasible in Cities/Villages or Primary Growth Areas because of parcel size or similar restrictions should be channeled into Residential areas. Limited commercial and industrial growth is appropriate.*

**Township Planning Commission Recommendation: APPROVAL.** The Genoa Charter Township Planning Commission recommended APPROVAL of this conditional rezoning at their November 8, 2010 meeting. There were no comments from the public during the public hearing portion of the meeting.

**Staff Recommendation: APPROVAL.** The proposed rezoning to OSD Office Service District represents the introduction of a new zoning district into this primarily residential / agricultural / governmentally zoned area; however, office use currently exists on-site and this use is compatible with the adjacent Genoa Township municipal offices. The conditions of this rezoning should ensure that any

# United Way Conditional Rezoning Site Plan



1 inch = 50 feet  
October 8, 2010

future expansion of OSD uses will not negatively impact traffic circulation, the natural environment or nearby residential uses.

**Commission Discussion:** Commissioner Clum stated that she was abstaining from the vote on this case. Commissioner Prokuda asked if it is likely that residential development could be established north of the site. Director Kline-Hudson said that it is unlikely immediately north of the site due to environmental conditions.

**Public Comment:** None

**Commissioner Action:** IT WAS MOVED BY COMMISSIONER SPARKS, TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER KENNEDY-CARRASCO.  
All in favor, motion passed. 4-0, 1 abstention.

**E. Z-05-11 GENOA CHARTER TOWNSHIP AMENDMENT TO ZONING ORDINANCE: SECTION 3.02, HOME OCCUPATIONS.**

The Genoa Charter Township Planning Commission proposes to amend Section 3.02, Home Occupations.

**Township Planning Commission Recommendation: APPROVAL.** The Genoa Charter Township Planning Commission recommended approval of the text amendments at their November 8, 2010 meeting. There were no public comments regarding this proposed text amendment.

**Staff Recommendation: APPROVAL.** The proposed text amendments are easy to interpret and they should enhance the language of the Genoa Charter Township Zoning Ordinance. County Planning Staff recommends that the Genoa Charter Township Planning Commission follow-up with a text amendment to revise the current definition of Home Occupation.

**Commission Discussion:** Commissioners discussed the use of attached/unattached garages for a home occupation and the traffic that would be generated by a home occupation. They expressed concerns with regulation 2 and 5. Principal Planner Stanford stated that the twenty (20) vehicle trips per day (10 in and 10 out) is an Institute of Transportation Engineers (ITE) standard that is commonly used in planning. Commissioner Clum stated that the recommendation about the definition of Home Occupation was a good catch by staff.

**Public Comment:** None

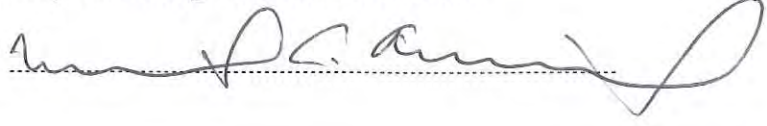
**Commissioner Action:** IT WAS MOVED BY COMMISSIONER SPARKS, TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER KENNEDY-CARRASCO.  
All in favor, motion passed. 4-0.

**F. Z-06-11 GENOA CHARTER TOWNSHIP AMENDMENT TO ZONING ORDINANCE: SECTION 11.04, OUTDOOR FURNACES.**

The Genoa Charter Township Planning Commission proposes to amend Section 11.04, Outdoor Furnaces.

MEMORANDUM

To: Genoa Township Board of Trustees  
Date: February 17, 2011  
From: Kelly VanMarter, Planning Director  
Subject: Summary of Zoning Ordinance Revisions

Manager Review: 

Dear Honorable Officials and Trustees,

This memo shall summarize the proposed changes contained in the Zoning Ordinance amendments to Articles 3 & 11. These ordinance amendments were recommended for approval by the Township Planning Commission on November 8, 2010 and by the Livingston County Planning Commission on January 19, 2011. Staff recommends approval of said amendments at your February 21, 2011 meeting. **Please note this ordinance requires adoption by a majority of the membership on roll call vote.** The following motion is suggested:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve and adopt Ordinance No. Z-11-01 entitled the "Amendments to Zoning Ordinance Articles 3 and 11".

**Summary of Changes**

**Article 3, Agricultural and Residential Districts, Section 3.02.02(a), Use Conditions for Home Occupations:**

This section of the ordinance is proposed to be revised to allow for utilization of an accessory building for a home occupation. This change is being made in an attempt to help Genoa Township become a friendlier community for those trying to start a business or work from home. The proposed changes would limit the use of an accessory building for a home occupation to 50% of the floor area and the use shall not be visible from the outside.

**Article 11, General Provisions, Section 11.04.07, Outdoor Furnaces**

This amendment is a new section of the Ordinance to address outdoor burning furnaces similar to those shown in the pictures at right. These furnaces generate air pollution, which affects human health and can be the source of odor and nuisance complaints. This Ordinance is recommended to reduce the amount of air pollution generated by outdoor burning and the adverse health effects associated with it by restricting the locations the furnaces are allowed. In summary, the ordinance proposes the following:

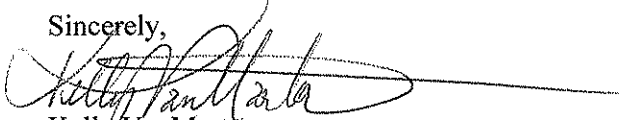


- May only be used as a heat source for buildings on the same lot.
- Must be 40' from any structure on the lot and maintain a 100' setback from property lines.
- May only be located in rear or side yards and must have a 30' clear area around the unit.
- Chimney height must be a minimum of 15' with a maximum of 15' above the principle structure.
- Furnace shall be equipped with spark arrestors and shall be UL certified.

- Smoke shall not create a nuisance to neighboring properties and only suitable materials may be used for burning.
- Furnace must be operated in compliance with manufacturer recommendations and shall meet all applicable county, state or federal guidelines.

Thank you for the opportunity to present these ordinance amendments. Please contact me at (810) 227-5225 with any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kelly VanMarter", with a long horizontal flourish extending to the right.

Kelly VanMarter  
Planning Director

**ORDINANCE NO. Z-11-01**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
OF THE CHARTER TOWNSHIP OF GENOA BY AMENDING  
ARTICLES 3 AND 11 OF THE ZONING ORDINANCE**

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**THE TOWNSHIP OF GENOA ORDAINS:**

**SECTION 1: SHORT TITLE:** This Ordinance shall be known as the “**Amendments to Zoning Ordinance Articles 3 and 11**”.

**SECTION 2: SUMMARY OF ORDINANCE:** Pursuant to the Michigan Zoning Enabling Act (P.A. 110 of 2006), notice is hereby given that an ordinance to amend the Zoning Ordinance regulating the development and use of land in Genoa Charter Township has been adopted by the Township Board on \_\_\_\_\_. The Board conducted the second reading, held the public hearing and approved Ordinance #Z-11-01 to adopt the ordinance and amend the code of ordinances of the Charter Township of Genoa by amending Articles 3 and 11 of the Genoa Charter Township Zoning Ordinance. The following provides a summary of the regulatory effect of the ordinance.

*Article 3 of the Zoning Ordinance, entitled Agricultural and Residential Districts, Section 3.02.02(a), Use Conditions for Home Occupations is hereby amended to allow a home occupation to utilize up to a maximum of fifty percent (50%) of the floor area of the accessory building, to state that all home occupations shall be conducted entirely indoors so as not to be noticeable from the exterior of the building and to require that there shall be no outdoor storage of materials, goods, supplies or equipment used in the home occupation.*

*Article 11 of the Zoning Ordinance, entitled General Provisions, is hereby amended to add Section 11.04.07 to regulate Outdoor Furnaces with the following restrictions: (a) May only be used as a heat source for buildings on the same lot; (b) Must be 40’ from any structure on the lot and maintain a 100’ setback from property lines; (c) May only be located in rear or side yards and must have a 30’ clear area around the unit; (d) Chimney height must be a minimum of 15’ with a maximum of 15’ above the principle structure; (e) Furnace shall be equipped with spark arrestors and shall be UL certified; (f) Smoke shall not create a nuisance to neighboring properties and only suitable materials may be used for burning; and (g) Furnace must be operated in compliance with manufacturer recommendations and shall meet all applicable county, state or federal guidelines.*

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

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

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

provisions of such ordinance at the time the violation was committed.

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

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

**Yeas:**

**Nays:**

**Absent:**

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_\_ day of February, 2011.

---

Paulette Skolarus  
Township Clerk

---

Gary T. McCririe  
Township Supervisor

Township Board First Reading: February 7, 2011

Date of Publication of Proposed Ordinance: February 21, 2011

Township Board Second Reading and Adoption: February 22, 2011(*proposed*)

Date of Publication of Ordinance Adoption:

Effective Date:

**ARTICLE 3**  
**RESIDENTIAL AND AGRICULTURAL DISTRICTS**  
**(AG, CE, RR, LDR, SR, UR, LRR, MDR and HDR)**

**Sec. 3.01 STATEMENT OF PURPOSE**

3.01.01 **Agricultural Districts:** The two Agricultural Districts are established in recognition of their contribution toward the Township's quality of life and economic diversity. Carefully managed agricultural uses continue the practice of utilizing the land through soil, water and nutrient conservation. The Agricultural Districts are intended to insure protection of some of the irreplaceable prime agricultural soils in the Township, unimpeded by the establishment of incompatible uses which could conflict with farm operations and further discourage agricultural production. The protection offered through this type of zoning is intended to provide a basis for land tax assessments which reflect the existing agricultural nature.

- (a) The Agricultural (AG) District is established as a district in which the principal use of land is farming, including dairying and livestock enterprises, and forestry or other bona fide agricultural pursuits. Some areas zoned for agricultural uses are not intended to be preserved perpetually, but to avoid premature loss of prime farmland. The standards of this district provide an economic means of preserving land for future generations to determine ultimate use at an appropriate time. Agricultural uses can also be maintained through establishment of a Residential Planned Unit Development, with residential units clustered on a section of a farm site, while the remaining land is retained in agricultural production.
- (b) The Country Estate (CE) District is established as a district where the principal use is residential, with smaller scale farming and raising of horses and livestock typically an accessory use. The health, safety and welfare contribution of this district is to retain the rural atmosphere and quality of life while accommodating compatible, very low density, residential development.

3.01.02 **Single Family Residential:** The Single Family Residential (RR, LDR, SR, UR and LRR) Districts are established to provide for single family dwellings meeting a range of lot sizes and neighborhood character. The intent is to:

- (a) Implement the development pattern proposed in the Township Master Plan;
- (b) Encourage the construction and continued use of single family dwellings;
- (c) Discourage continuance of existing, nonconforming uses which detract from the long term viability of residential properties;
- (d) Accommodate two family duplex dwellings in appropriate locations;
- (e) Discourage any use of land which may overburden public infrastructure and services, and the areas natural resources;
- (f) Accommodate higher density single family residential development in locations where the necessary public water, public sanitary sewer and other services are adequate to accommodate the demands;



GENOA TOWNSHIP ZONING ORDINANCE

- (g) Discourage land use which would generate excessive traffic on residential streets;
- (h) Encourage wise use and development of lake shoreline in recognition of the existing small lot development patterns and the sensitive environmental ecosystem surrounding the lakes; and,
- (i) Prohibit any land use that would substantially interfere with the development, utilization or continuation of single family dwellings in the District.

3.01.03 **Medium Density Residential:** The Medium Density Residential (MDR) District is intended to provide detached single family residential on smaller lots and attached residential town-homes with individual entrances and garages. This district is intended for infill development within urban service areas of the Township planned for higher density residential with the necessary public water, public sewer, transportation and public services in place to support higher densities. The MDR district is intended to promote the goals and future land use map of the Genoa Township Master Plan.

3.01.04 **High Density Residential:** The High Density Residential District is intended to provide rental or individually owned duplexes and other multiple dwelling units at a density consistent with the infrastructure and land capabilities. This district is intended for infill development within urban service areas of the Township planned for higher density residential with the necessary public water, public sewer, transportation and public services in place to support higher densities. Special provisions are provided for various types of housing for the elderly in recognition of the need for such facilities and their relatively low impact in comparison with other multiple family uses of similar density. The HDR district is intended to promote the goals and future land use map of the Genoa Township Master Plan.

**Sec. 3.02 LISTING OF RESIDENTIAL DISTRICTS**

The Single Family Residential Districts of Genoa Township include:

<b>Table 3.02 Residential and Agricultural Districts</b>	
<b>District</b>	<b>Minimum Lot Area Per Dwelling Unit</b>
Agricultural (AG)	10 acre lot area
Country Estate (CE)	5 acre lot area
Rural Residential (RR):	2 acre lot area
Low Density Residential (LDR):	43,560 sq. ft. lot area
Suburban Residential (SR):	21,780 sq. ft. lot area with public sanitary sewer 43,560 sq. ft. lot area without public sanitary sewer
Urban Residential (UR):	18,000 sq. ft. lot area; must have public water and sanitary sewer
Lakeshore Resort Residential (LRR):	12,800 sq. ft. lots of record in existence on 1/1/1991. 43,560 sq. ft. lots created after 1/1/1991 without public sanitary sewer 21,780 sq. ft. lots created after 1/1/1991 with public sanitary sewer
Medium Density Residential (MDR)	10,000 sq. ft. lot area with public sanitary sewer Duplexes and townhouses up to 5 units per acre
High Density Residential (HDR)	Duplexes, attached townhouses and apartments up to 8

GENOA TOWNSHIP ZONING ORDINANCE

	units per acre
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**Sec. 3.03 PERMITTED AND SPECIAL LAND USES**

3.03.01 **List of Uses:** In the residential districts, land, buildings and structures shall be used only for one or more of the following uses. Land and/or buildings in the districts indicated at the top of Table 3.03 may be used for the purposes denoted by a "P" in the column below by right. Land and/or buildings in the districts indicated at the top of Table 3.03 may be used for the purposes denoted by "S" after special land use approval in accordance with the general and specific standards of Article 19 Special Land Uses. A notation of "--" indicates that the use is not permitted within the district. The "Req." column indicates additional requirements or conditions applicable to the use.

<b>Table 3.03 Schedule of Residential Uses</b>										
	AG	CE	RR	LDR	SR	UR	LRR	MDR	HDR	Req.
<b>Residential Dwellings</b>										
Single family detached dwellings	P	P	P	P	P	P	P	P	P	11.03
Two family duplex dwellings	--	--	--	--	--	P	--	P	P	11.03
Townhouses, row houses, and similar attached dwellings with individual entrances and garages	--	--	--	--	--	--	--	P	P	
Multiple-family dwellings, including apartments with up to 24 units in a building, terrace residences and other types of multiple family uses	--	--	--	--	--	--	--	--	P	
Housing for the elderly, including interim care units, extended care units, congregate care and nursing care	--	--	--	--	--	--	--	P	P	
A second single family home or dwelling unit on a site of at least forty (40) acres for use by members of the immediate family or employees of the farm operation	S	--	--	--	--	--	--	--	--	
<b>Accessory Uses</b>										
Accessory home occupations	P	P	P	P	P	P	P	P	P	3.03.02(a)
Accessory uses, buildings and structures customarily incidental to any permitted use	P	P	P	P	P	P	P	P	P	11.04
Bed and breakfast inns	S	S	S	S	S	S	--	--	--	3.03.02(b)
Keeping of pets	P	P	P	P	P	P	P	P	P	3.03.02(g)
<b>Agricultural Uses</b>										
Farms	P	P	--	--	--	--	--	--	--	3.03.02(c)
Tree and sod farms, greenhouses, nurseries, and similar horticultural enterprises without sales on the premises, however, Christmas tree sales shall be permitted.	P	P	--	--	--	--	--	--	--	
Storing, packaging and processing of farm produce	P	P	--	--	--	--	--	--	--	3.03.02(d)
Accessory farm labor housing	P	--	--	--	--	--	--	--	--	3.03.02(e)

GENOA TOWNSHIP ZONING ORDINANCE

<b>Table 3.03 Schedule of Residential Uses</b>										
	AG	CE	RR	LDR	SR	UR	LRR	MDR	HDR	Req.
Accessory roadside stands and commercial cider mills selling only produce grown on the premises	P	P	--	--	--	--	--	--	--	3.03.02(f)
Accessory roadside stands and commercial cider mills selling produce not grown on the premises	S	S	--	--	--	--	--	--	--	3.03.02(f)
Pet cemetery	P	--	--	--	--	--	--	--	--	
Accessory keeping of horses, ponies, and other equine and livestock	P	P	P	--	--	--	--	--	--	3.03.02(g)
Commercial stables	S	S	--	--	--	--	--	--	--	3.03.02(h)
Commercial kennels	S	S	--	--	--	--	--	--	--	3.03.02(i)
Composting operations and centers	S	--	--	--	--	--	--	--	--	
Intensive livestock operation	S	--	--	--	--	--	--	--	--	
<b>Residential Care</b>										
Adult foster care family home (6 or fewer adults)	P	P	P	P	P	P	P	P	P	
Adult foster care small group home (12 or fewer adults)	S	S	S	S	S	S	S	S	S	3.03.02(j)
Adult foster care large group home (13 to 20 adults)	--	--	--	--	--	--	--	S	S	3.03.02(j)
Foster family home (6 or fewer children 24 hours per day)	P	P	P	P	P	P	P	P	P	
Family day care home (6 or fewer children less than 24 hours per day)	P	P	P	P	P	P	P	P	P	
Group day care home (7 to 12 children less than 24 hours per day)	S	S	S	S	S	S	S	P	P	3.03.02(k)
Child care centers, preschools and commercial day care	--	--	--	--	--	--	--	S	S	3.03.02(k)
<b>Institutional Uses</b>										
Churches, temples and similar places of worship	S	S	S	S	S	S	S	S	S	3.03.02(l)
Elementary schools, public, private or parochial, including latch-key and other accessory programs	S	S	S	S	S	S	S	S	S	
Essential public services	P	P	P	P	P	P	P	P	P	
Essential public service/utility buildings, telephone exchange buildings, electric transformer stations and substations and gas regulator stations when operational requirements necessitate their being located in the district to serve the immediate vicinity	S	S	S	S	S	S	S	S	S	
Public buildings and uses such as fire stations and libraries, but not including publicly owned and operated warehouses, garages or storage yards	--	--	S	S	S	S	S	S	S	
Underground pipeline storage	S	S	--	--	--	--	--	--	--	3.03.02(m)
<b>Recreational Uses</b>										

GENOA TOWNSHIP ZONING ORDINANCE

Table 3.03 Schedule of Residential Uses										
	AG	CE	RR	LDR	SR	UR	LRR	MDR	HDR	Req.
Golf courses without driving ranges	S	S	S	S	S	S	S	S	S	3.03.02(n)
Publicly owned parks, parkways, scenic and recreational areas, and other public open space	P	P	P	P	P	P	P	P	P	
Private non-commercial parks, nature preserves and recreational areas owned and maintained by home-owners association	P	P	P	P	P	P	P	P	P	

3.03.02 Use Conditions: Uses noted above shall only be allowed where the following requirements are complied with:

(a) Home occupations shall be permitted as an accessory to a residential use, subject to the following requirements. These regulations do not apply to farms.

(1) Only members of the family residing in the principal dwelling shall be engaged in the conduct of any home occupation with the exception of one (1) full time employee or (2) part time employees.

(2) The use of the dwelling for a home occupation must be clearly accessory, incidental, subordinate to the permitted principal residential use.

Deleted: and attached

(3) ~~The home occupation may utilize up to a maximum of twenty percent (20%) of the floor area of the principal building. When the home occupation is conducted in an accessory building, the home occupation may utilize up to a maximum of fifty percent (50%) of the floor area of the accessory building.~~

Deleted: , and shall

(4) ~~All home occupations shall be conducted entirely indoors so as not to be noticeable from the exterior of the building. There shall be no change in the outside appearance of the principal dwelling, or accessory buildings or any other visible evidence of the conduct of the home occupation except for one (1) sign not exceeding one (1) square foot in area. In the Agricultural District only, the sign area may be increased up to a maximum of four (4) square feet. There shall be no outdoor storage of materials, goods, supplies or equipment used in the home occupation.~~

Deleted: 3

(5) Traffic generated by the combined home and home occupation shall be compatible with traffic normally expected in a residential district, and shall in no case be greater than twenty (20) vehicle trips per day (10 in and 10 out).

Deleted: 4

(6) No equipment or process shall be used in the home occupation which creates noise, vibration, glare, fumes, odors, interference with radio or television reception or fluctuation in line voltage detectable off the premises greater than is associated by residential dwelling unit as determined by the Zoning Administrator.

Deleted: 5

Deleted: There shall be no outdoor storage of materials, goods, supplies or equipment used in the home occupation.

(b) Bed-and-breakfast inns shall comply with the following requirements:

(1) Required parking areas shall be located off-street and shall not be located in any required front yard.

GENOA TOWNSHIP ZONING ORDINANCE

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- (2) No bed-and-breakfast inn shall be located closer than 300 feet to another bed-and-breakfast inn.
  - (3) Meals or other services provided on the premises shall only be available to residents, employees and overnight guests of the inn.
  - (4) The dwelling unit in which the bed and breakfast establishment is located shall be the principal residence of the operator, and said operator shall live on the premises while the establishment is active.
- (c) Farms may include 1) tree fruit production, 2) small fruit production, 3) field crop production, 4) forage and sod production, 5) livestock and poultry production, 6) fiber crop production, 7) apiary production, 8) maple syrup production, 9) mushroom production and 10) greenhouse production. All grazing areas shall be fenced. An accessory structure shall be provided to house such animals. Any barn or stable structure and any outdoor feed (non-grazing) area training or exercising corrals shall be setback at least one hundred (100) feet from any occupied dwelling or any adjacent building used by the public. All stables shall be enclosed by a suitable fence and shall be maintained so that odor, dust, noise or water drainage impacts to adjoining premises shall be minimized in accordance with accepted agricultural management practices.
- (d) Storing, packaging and processing of farm produce may only be conducted on a farm consisting of at least forty (40) acres and such activities include only farm products grown on that farm. Cider mills are permitted. Industrial canning and freezing activities are not permitted.
- (e) Accessory farm labor housing shall only be permitted where in compliance with Michigan Health Code, Act 368 of 1978, as amended and any rules promulgated pursuant thereto, when occupied by employees of the farm operation and their families. All such structures shall be setback at least one hundred (100) feet from all lot lines.
- (f) Accessory roadside stands and commercial sales of cider mills shall only be permitted as follows. Sales limited to produce grown on the premises shall be permitted by right subject to requirements (1) through (7) below. Sales of produce not grown on the premises shall only be allowed by special land use approval and shall be subject to requirements (1) through (8) below.
- (1) Each farm may have a maximum of one (1) temporary roadside stand;
  - (2) The structure shall not have more than one (1) story;
  - (3) The floor plan of the structure shall not be larger than twenty by twenty (20 x 20) feet;
  - (4) The stand shall be located no closer than thirty (30) feet from the nearest pavement or other traveled surface;
  - (5) The area between the stand and the traveled surface shall be reserved exclusively for parking;
  - (6) The stand shall be of portable construction, permitting it to be removed from its roadside location during the seasons when it is not in use;

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- (7) Signs used in connection with the road side stand shall be temporary, and shall be removed when the stand is not in use. No sign shall be placed within a public right-of-way.
- (8) Non-farm related roadside stands selling produce and goods not grown or produced on the premises shall be treated as special land uses under the following procedures.
  - a. An application shall be provided describing the nature of the intended use, a legal description and street address of the property, and a sketch plan illustrating location and size of principal and accessory structures, parking area to meet needs of intended use, location and size of any sign and description of any lighting or other external features. A sketch building floor plan indicating the limits of a home occupation shall also be provided.
  - b. The Zoning Administrator shall give notice of the proposed special land use and inform all property owners or occupants of any structure within three hundred (300) feet of the property being considered for the special land use, in accordance with the Michigan Zoning Enabling Act (Public Act 110 of 2006). The notice shall state when and where the special land use request will be considered, state where written comments will be received and note that residents or occupants within three hundred (300) feet of the property can request a Public Hearing within ten (10) days receipt of the notice.
  - c. If a written request for a Public Hearing is not received within a ten (10) day period, the Zoning Administrator shall have the authority to review and approve, approve with conditions or deny the special land use request.
  - d. The applicant or the Zoning Administrator have the option of initiating a public hearing before the Planning Commission following the procedures for other types of special land uses.
- (g) The keeping animals shall comply with the following requirements:
  - (1) The keeping of household pets, including dogs, cats, rabbits, fish, birds, hamsters and other animals generally regarded as household pets is permitted as an accessory use to any agricultural or residential use. No more than the following number of dogs, cats or similarly sized pets, six (6) months of age or older over one (1) pound in weight shall be kept or housed per dwelling unit in a residential district unless the use is approved as a commercial kennel.

Lot area	Maximum Number Of Pets
Lots less than ten (10) acres	3 of any species or a total of 5 in combination
Lots of ten (10) acres or more	5 of any species or a total of 7 in combination

- (2) The keeping of animals other than domesticated pets is only permitted as provided for in the following table. The keeping of equine and livestock is prohibited in all other zoning districts. These provisions do not apply to farms in the Agricultural District that are at least ten (10) acres in area, provided all other applicable state and county requirements are met.

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Animal	Zoning Districts Permitted	Minimum Lot Area for First Animal	Lot Area for Each Additional Animal
Chickens, turkeys or rabbits	AG, CE & RR	2 acres	0.05 acres
Horses, ponies, other equine mules, burros, llamas and alpaca	AG & CE	3 acres	1 acres
Sheep or goats	AG, CE & RR	2 acres	0.25 acres
Swine	AG & CE	10 acres	0.5 acres
Cattle, bison, ostriches or elk	AG & CE	10 acres	1.5 acres

- (3) All grazing areas shall be fenced. An accessory structure shall be provided to house such animals. Any barn, or stable structure and any outdoor feed (non-grazing) area training or exercising corrals shall be setback at least one hundred (100) feet from any occupied dwelling or any adjacent building used by the public. All stables shall be enclosed by a suitable fence and shall be maintained so that odor, dust, noise or water drainage shall not constitute a nuisance or hazard to adjoining premises.
- (4) The keeping of exotic animals, not normally considered farm livestock (horses, cattle, bison, sheep, goats, pigs, chickens, rabbits, ducks, etc.) or household pets, is prohibited. (as amended 12/31/06 and 3/5/10)
- (h) Commercial stables and academies for the rearing and housing of horses, mules and ponies shall meet the following requirements:
  - (1) The number of permitted animals shall not exceed the limits in (g)(2) above .
  - (2) All buildings wherein animals are kept shall not be less than one hundred (100) feet from any occupied dwelling or to any adjacent building used by the public.
  - (3) When animals are fed hay and oats or other feed outside of a building, the feeding area shall be located not less than one hundred (100) feet from any occupied dwelling or any adjacent building used by the public. Corrals where animals graze only shall not be considered feeding areas.
  - (4) Stables shall be enclosed by a suitable fence, and shall be maintained so that odor, dust, noise or water drainage impact to adjoining premises shall be minimized in accordance with accepted agricultural management practices.
- (i) Commercial kennels shall comply with the following standards:
  - (1) For kennels housing dogs, the minimum lot size shall be two (2) acres for the first four (4) dogs and an additional one-third (1/3) acre for each one (1) additional dog.
  - (2) Buildings wherein dogs are kept, dog runs, and/or exercise areas shall not be located nearer than one hundred and fifty (150) feet to any lot line and two hundred (200) feet from the road right-of-way.
  - (3) Such facilities shall be subject to other conditions and requirements necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, sound-proofing, sanitary requirements).

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- (4) All enclosures for breeding, rearing, shelter, or other uses in connection with harboring of animals, shall be hard surfaces and provided with proper drains for washing with water pressure.
- (5) All animals shall be kept indoors between the hours of 10:00 PM and 6:00 AM.
- (6) All dog kennels shall be operated in conformance with all applicable county and state regulations.
- (j) Adult foster care large group home or small group home shall be at least one thousand five hundred (1,500) feet from another group day care home or similar facility. The Township Board shall determine, following review and recommendation by the Planning Commission, that the facility will not result in an excessive concentration of adult care facilities within a neighborhood.
- (k) Group day care homes and child care centers shall comply with the following requirements:
  - (1) Group day care homes shall be located at least one thousand five hundred (1,500) feet from any other group day care group home.
  - (2) An on-site drive shall be provided for drop offs/loading. This drive shall be arranged to allow maneuvers without affecting traffic flow on the public street.
  - (3) There shall be a fenced, contiguous open space with a minimum area of one thousand five hundred (1,500) square feet provided on the same premises as the group day care home. The required open space shall not be located within a required front yard.
- (l) Churches, temples and similar places of worship and related facilities shall comply with the following requirements:
  - (1) Minimum lot area shall be three (3) acres plus an additional fifteen thousand (15,000) square feet for each one hundred (100) persons of seating capacity.
  - (2) Buildings of greater than the maximum height allowed in Section 3.04, Dimensional Standards, may be allowed provided front, side and rear yards are increased above the minimum required yards by one foot for each foot of building height that exceeds the maximum height allowed. The maximum height of a steeple shall be sixty (60) feet.
  - (3) Wherever an off-street parking area is adjacent to a residential district, there shall be a minimum parking lot setback of fifty (50) feet with a continuous obscuring wall, fence and/or landscaped area at least four (4) feet in height shall be provided. The Township Board may reduce this buffer based on the provision of landscaping, the presence of existing trees or in consideration of topographic conditions.
  - (4) Private schools and child day care centers may be allowed as an accessory use to churches, temples and similar places of worship where the site has access to a paved public roadway.
- (m) Underground pipeline storage shall only be permitted where the site is enclosed with security fencing and property lines adjacent to any residential district are landscaped.



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- (n) Golf courses shall comply with the following:
- (1) The principal and accessory buildings, including maintenance sheds, shall be set back at least seventy five (75) feet from all property and street lines.
  - (2) Accessory buildings, structures and storage areas shall be screened on all sides from adjacent residential areas and public street rights-of-way.
  - (3) Operational hours for maintenance vehicles, course maintenance and/or irrigation may be restricted by the Planning Commission to protect nearby residential districts.



**Sec. 3.04 DIMENSIONAL STANDARDS**

3.04.01 Residential Schedule of Area and Bulk Requirements. All lots, buildings, and structures shall comply with the area height and bulk requirements in Table 3.04.01:

Table 3.04.01 DIMENSIONAL STANDARDS - RESIDENTIAL DISTRICTS										
District	Minimum Lot Size <sup>(m)</sup> or Maximum Density		Maximum Building Height		Principal Structure Minimum Yard Setback <sup>(g)</sup> <sup>(h)</sup> <sup>(i)</sup>				Max Lot Coverage	(Per Unit) Floor Area
	Min. Lot Area, Max. Units Per Acre <sup>(a)</sup> <sup>(b)</sup>	Width <sup>(c)</sup> <sup>(d)</sup>	Stories	Feet <sup>(e)</sup>	Front <sup>(f)</sup>	Smaller Side	Total 2 Sides	Rear		
<b>Agricultural (AG)</b>	40 acres for farms, 10 acres for non-farm dwellings		2	35	75	40	80	60	NA	980 sq. ft.
<b>Country Estate (CE)</b>	5 acres	220 ft	2	35	75	40	80	60	NA	1500 sq. ft.
<b>Rural Residential (RR)</b>	2 acres	200 ft	2	35	50	30	60	60	NA	1200 sq. ft.
<b>Low Density Residential (LDR)</b>	1 acre	150 ft	2	35	50	30	60	60	NA	980 sq. ft.
<b>Suburban Residential (SR)</b>	21,780 sq. ft., with public sewer; 1 acre without public sewer	100 ft	2	35	40	20	40	50	20% bldg, 35% imp. sur.	980 sq. ft.
<b>Urban Residential (UR)</b>	18,000 square feet per unit, requires public sewer and water	90 ft.	2	25	35	10 <sup>(h)</sup>	25 <sup>(h)</sup>	50	35% bldg, 50% imp. sur.	980 sq. ft.
<b>Lakeshore Resort Residential (LRR)</b>	12,800 square feet lots of record in existence on 1/1/91, requires public sanitary sewer 1 acre lots created after 1/1/91 without public sanitary sewer. 21,780 square foot lots created after 1/1/91 with public sanitary sewer.	80 ft	2	25	35	10 <sup>(h)</sup>	20 <sup>(h)</sup>	40	35% bldg, 50% imp. sur.	900 sq. ft.
<b>Medium Density Residential (MDR)</b>	10,000 sq. ft. per single family lot 5 units per acre for duplexes and attached townhomes Requires public sewer and water	75 ft	2	35	25 <sup>(h)</sup>	5 <sup>(h)</sup>	20 <sup>(h)</sup>	30	35% bldg footprint, max 50% impervious surface	900 sq. ft.
<b>High Density Residential (HDR)</b>	8 units per acre assuming all setbacks and other requirements can be met, min 21,780 sq. ft. per building Requires public sewer and water	165 ft	3	40	35 <sup>(h)</sup>	15 <sup>(h)</sup>	30 <sup>(h)</sup>	30	35% bldg footprint, max 50% impervious surface (bldg plus paved areas)	efficiency = 450 sq. ft. 1 bedroom = 600 sq. ft. 2 bedroom = 750 sq. ft. 3 bedroom = 900 sq. ft. each addl = 150 sq ft Ground floor = 500 sq ft/unit

(as amended 3/5/10)

3.04.02 Footnotes to Table 3.04.01:

- (a) **Density:** Maximum density shall be based on net lot area with wetlands counted at 25% and excluding all submerged lands and road rights-of-way.
- (b) **Lot Area:** All lots that are not served by public sanitary sewer shall have a minimum lot area of one (1) acre. Divisions to land that create lots less than one (1) acre, and which are not served by public sanitary sewer, shall not be permitted.
- (c) **Lot Width:** See definitions section for measurement for irregular shaped lots and lots along curvilinear streets. In no case shall street frontage be less than sixty (60) feet. Measurement for flag shaped lots shall be at the point where the narrow access strip joins the larger section of the lot, as determined by the Zoning Administrator.
- (d) **Depth to Width Ratio:** All lots shall have a maximum depth to width ratio of four-to-one (4:1).
- (e) **Exceptions to Height Limitations:** Structural appurtenances may be permitted to exceed the height limitations only as provided for in Section 11.01.05.
- (f) **Corner Lot Setbacks:** In the case of corner lots or lots with dual frontage, front setback requirements shall be maintained along all street frontages.
- (g) **Natural Features Setback:** A minimum twenty five (25) foot setback shall be maintained from all MDEQ regulated wetlands, ponds and streams, subject to the requirements of Section 13.02. Setbacks from lake shore are described below, unless a greater distance is required by the MDEQ under PA 347 of 1972:

<b>Table 3.04.02 Shoreline Setback</b>	
<b>Condition</b>	<b>Required Setback from Shoreline or Ordinary High Water Mark of a Lake*</b>
	<b>Principal Building</b>
Sites lacking public sanitary sewer	Minimum 100 feet
Sites connected to public sewer	Minimum 70 feet
Sites connected to public sewer in Lakeshore Resort Residential Dist.	Minimum 40 feet or consistent with the setbacks of adjacent principal buildings, whichever is greater as determined by the Zoning Administrator. If the setbacks of adjacent principal buildings vary because of irregular shoreline, the setback shall be the average of all lots within 500 feet along the shoreline or 40 feet whichever is the greater.
Paved parking areas	All paved parking areas shall be setback a minimum 25 feet from any shoreline.

\* This setback shall be measured on a horizontal plane from the nearest point of the water's edge to the nearest point of the building or structure.

- (h) **Landscape Buffers:** Landscaped greenbelts along the right-of-way and a landscaped buffer zone based on adjacent zoning shall be provided as required in Section 12.02.
- (i) **Projections into Yards:** Projections into required yards shall be allowed only as provided for in Section 11.01.04.

- (j) **UR Side Yards:** The UR Zoning District allows variable side yards to off-set the building on the lot. The smaller side yard must be at least ten (10) feet and the total of both side yards must be at least twenty-five (25) feet (e.g., 10 + 15 or 12 +13, etc.). (as amended 3/5/10)
  
- (k) **LRR Side Yards:** In the LRR Zoning District one of the side yards may be reduced to a minimum of five (5) feet where all of the following are met:
  - (1) The other side yard must be at least ten (10) feet.
  - (2) The distance between the building and any building on the adjacent lot shall be no less than ten (10) feet.
  - (3) The roof shall have gutters. (as amended 3/5/10)
  
- (l) **Multiple Family Setbacks:**
  - (1) The corresponding setback in Table 3.04.01 is to be provided from roads that are external from the site boundaries. For buildings with multiple dwelling units, duplexes and attached residential units, a minimum twenty (20) foot setback from all internal roads, drives and parking areas shall be provided. This setback shall not apply to individual unit driveways, provided driveways shall provide a minimum twenty (20) foot long area between the building and a sidewalk for the parking of a vehicle. (as amended 12/31/06)
  - (2) For duplexes, the minimum side yard spacing requirement between units may be averaged, provided the spacing shall be no less than ten (10) feet.
  
- (m) **Residential Cluster Option:** Within the AG, CE, RR, LDR, SR, and UR Zoning Districts and on golf courses in the PRF Zoning District a site may be developed as a single family residential open space cluster development, subject to the following:
  - (1) An open space cluster development may be approved by the Township Board, based upon a recommendation by the Planning Commission following the review procedures and approval standards for special land uses contained in Article 19, special land use, in addition to the review and approval procedures for subdivision plats contained in the Subdivision Control Ordinance, or site condominiums contained in Section 12.07.
  - (2) To be eligible for open space cluster development consideration, the applicant must present a proposal for a single family residential development that meets each of the following:
    - a. An open space cluster development shall result in a recognizable and substantial benefit, both to the residents of the property and to the overall quality of life in the Township. The benefits can be provided through site design elements in excess of the requirements of this Ordinance, such as extensive landscaping, unique site design features, preservation of woodlands and open space, particularly along major thoroughfares or lakes, buffering development from wetlands and shorelines, and provision of buffers from adjacent residential.
    - b. The site shall preserve significant natural features such as woodlands, significant views, natural drainage ways, regulated or non-regulated wetlands, or natural corridors that connect quality wildlife habitats which would be in the best interest

of the Township to preserve and which might be negatively impacted by conventional residential development.

- c. The proposed development shall be designed to create a cohesive neighborhood through a network of spaces such as parks and common open space areas for recreation and resident interaction. All open space areas shall be equally available to all residents of the development.
  - d. The site shall be under single ownership or control, such that there is a single person or entity having proprietary responsibility for the full completion of the project. The applicant shall provide sufficient documentation of ownership or control in the form of agreements, contracts, covenants, and/or deed restrictions that indicate that the development will be completed in its entirety as proposed.
  - e. The clustered development shall not depend upon the extension of a public sewer or water supply system, unless the site is located within the Township utility service area and would have otherwise been developed with public sewer or water based upon the existing zoning. Where a cluster development will not be served by public sewer and water, lots shall be of an adequate size to meet the requirements of paragraph (4) below.
  - f. The site was not previously divided using a clustered development option.
  - g. The proposed development shall be consistent with and further the implementation of the Township Master Plan.
  - h. The Planning Commission shall find that the proposed open space cluster development meets all of the approval standards for special land uses contained in Article 19, Special Land Use.
- (3) Residential density shall be determined by a parallel plan that illustrates how the site could be developed as a conventional subdivision with the underlying zoning district, meeting all applicable township and county zoning and subdivision requirements. The parallel plan shall be submitted with the open space cluster development which shall contain all information required for a preliminary plat. The Township shall review the design and determine the number of lots that could be feasibly constructed. This number shall be the maximum number of dwelling units allowable for the open space cluster development.
- (4) All lots shall comply with the dimensional standards of the underlying zoning district, provided the lot area and width may be reduced in order to preserve a minimum of fifty percent (50%) of the total site area as common open space meeting the requirements of paragraph (6) below. All setback and other dimensional standards of the underlying zoning district shall be complied with. The Zoning Board of Appeals shall have no authority to grant variances to an open space cluster development site plan or any conditions placed by the Township Board. The Board of Zoning Appeals shall have the authority to hear and decide appeal requests by individual lot owners for variances following final approval of the clustered development, provided such variance does not contradict the requirements of this subsection (k) or any conditions placed on the approval of the clustered development. All lots not served by public water and sewer shall have a minimum area of one (1)

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acre and shall conform to the requirements of the Livingston County Health Department.

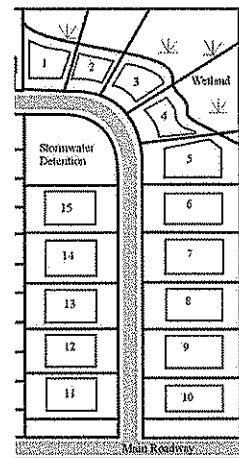
(5) The layout of the open space cluster development shall comply with the requirements of the Subdivision Control Ordinance. Roads and driveways shall comply with the Township Subdivision Control Ordinance, Livingston County Road Commission standards and the private road regulations of Article 15, as applicable. The site shall provide for inter-connection of roads and the future integration of circulation between adjacent sites.

(6) A minimum of 50% of the total site area shall be preserved as common open space for recreation or conservation and shall be exclusive of residential lots, road rights-of-way or other improvements. Such open space shall be arranged on the site to meet all of the following requirements, provided the Planning Commission may modify these standards where it is demonstrated that additional natural features will be preserved elsewhere on the site:

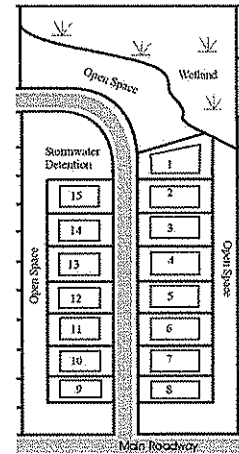
- a. A one hundred (100) foot deep open space area shall be preserved along road frontages bordering the open space cluster development and adjacent to existing residential lots.
- b. All wetlands and areas within fifty (50) feet of a wetland or shoreline shall be preserved as open space. Lakes and ponds shall not be included in open space area calculations.
- c. Open space shall be located to minimize removal of woodlands.
- d. Open space may include recreational trails, picnic areas, parks greenways, and but shall not include a golf course, except in the PRF District where clustered residential is being developed around an existing golf course that is being preserved. The Planning Commission may permit recreational buildings within the open space.

(7) The dedicated open space shall be set aside by the developer through an irrevocable conveyance that is found acceptable to the Township, such as: recorded deed restrictions, covenants that run in perpetuity with the land, or conservation easements. Such conveyance shall assure that the open space will be protected from all forms of development and shall never be changed to another use. Where deed restrictions are utilized for the protection of open space, the Township shall be made a party to the deed restrictions and such restrictions applicable to the open space shall not be amended. Building permits for home construction shall not be granted until such deed restrictions are recorded with the County Register of Deeds and copies are filed with the Township. The developer may dedicate the open

Parallel Plan  
Showing Conventional Subdivision



Clustered Open Space Plan



space to a conservation organization or the Township, provided such dedication shall be subject to approval by the Township Board.

- (8) A preservation and maintenance plan for the open space shall be submitted with the final preliminary plat or final site condominium plan and shall include mechanisms for the long term funding of open space preservation. The Township may require bonds or other funding mechanisms to ensure long term maintenance of open space.
- (9) Reasonable conditions may be required with the special land use approval of an open space cluster development for the purpose of ensuring that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment and conserving natural resources, ensuring compatibility with adjacent uses of land, promoting the use of land in a socially and economically desirable manner, and further the implementation of the Township Master Plan.

**Sec. 3.05 ADDITIONAL SITE DEVELOPMENT STANDARDS**

- 3.05.01 **Sewer and Water:** No plat or site plan shall be approved creating lots or parcels with an area of less than one (1) acre or a density of greater than one (1) unit per acre in the SR, UR, LRR, MDR and HDR districts unless served by public water and public sanitary sewer facilities approved and accepted by Genoa Township; which shall not include private community wastewater treatment systems. (as amended 12/31/06)
- 3.05.02 **Other Requirements:** All permitted and special land uses shall comply with all applicable provisions of this Zoning Ordinance including those listed below.
  - (a) Article 11, General Provisions, shall be adhered to for general dimensional standards, calculation of (buildable) lot area, access to dedicated streets, projections into yards, supplementary height regulations, principal building, structure, or use, determination of "similar uses", changes in tenancy/ownership, voting place, temporary buildings, and structures, open storage, parking, and repair of vehicles, essential public services, wireless communication facilities, single family dwelling design standards, regulations on accessory dwellings, accessory buildings, and structures, decks, swimming pools, fences, walls, and screens, private boat docks, wind energy conversion systems and reception antennas, and towers. (as amended 3/5/10)
  - (b) Article 12, Site Development Regulations, shall be adhered to for greenbelts, landscape materials, and screening, exterior lighting, dumpsters, and waste receptacles, non-motorized pathways, and sidewalks, private parks in residential subdivision plats & condominiums and condominium development regulations.
  - (c) Article 13, Environmental Protection Regulations, shall be adhered to for, clearing of woodlands, and earth changes prior to development, wetland protection standards, riparian lot common use (keyhole), stormwater, septic, systems or private community wastewater treatment systems. (as amended 12/31/06)
  - (d) Article 14, Parking and Loading-Unloading Standards, shall be adhered to for all parking.
  - (e) Article 15, Access Management and Private Road Standards, shall be adhered to for all commercial driveways, shared driveways and private roads.

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- (f) Article 16, Sign Standards, shall be adhered to for all signage.
- (g) Article 18, Site Plan Review and Impact Statement, shall be adhered to for the submission, review and approval of site plans for non-single family residential uses.
- (h) Article 19, Special Land Uses, shall be adhered to for the submission, review and approval of all special land uses.
- (i) Article 20, Land Divisions, shall be adhered to for all applications to divide land. Where a subdivision plat is required, the requirements of the Township Subdivision Control Ordinance shall be followed.



**ARTICLE 11  
GENERAL PROVISIONS**

**Sec. 11.01 GENERAL DIMENSIONAL STANDARDS**

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

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

**PERMITTED PROJECTIONS INTO REQUIRED YARDS**

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

\* See additional regulations in this ordinance.

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

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

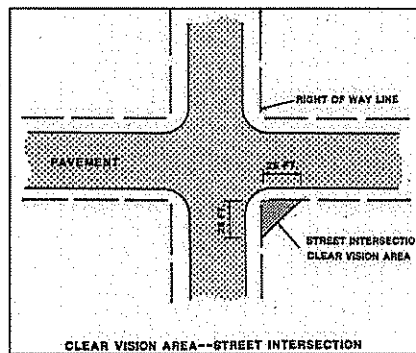
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- (2) Roof-mounted equipment shall not exceed a height of ten (10) feet above the surrounding roof surface, and shall occupy no more than fifteen percent (15%) of the total roof area. When roof-mounted equipment is located on a building that is adjacent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

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

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



Sec. 11.02 USES

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

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

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

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- (b) If the use is not addressed in the Zoning Ordinance, the Planning Commission shall select the use listed in the zoning ordinance which most closely resembles the proposed use using criteria such as the nature of the use, aesthetics, traffic generated, potential impact on property values, noise, vibration, dust, smoke, odor, glare and other objectionable impacts in terms of health, safety and welfare in the Township.
- (c) Once a similar use is determined, the proposed use shall comply with any conditional use standards that apply to the similar use.
- (d) Where the Planning Commission determines a proposed use is not similar to a use addressed in the Zoning Ordinance, the applicant may petition for an amendment to the Zoning Ordinance, as described in Article 22.
- (e) The determination as to whether a proposed use is similar in nature and class to another Permitted or Special Land Use within a district should be considered as an expansion of the use regulations, not a variance applying to a particular situation. Any use determined by the Planning Commission to be similar shall thereafter be included in the enumeration of the uses.
- (f) Any use that would constitute a violation of any other Federal, State or local law or regulation shall be prohibited. (as amended 12/31/06)

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

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

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

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

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

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

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11.02.07 **Essential Public Services**

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

11.02.08 **Wireless Communication Facilities**

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

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

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

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

- (d) Application Requirements. The following information shall be provided with the application, in addition to other submittal requirements for sketch plan or site plan, as required in Article 18.

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- (1) Signed certification by a professional engineer licensed by the State of Michigan with regard to the manner in which the proposed structure will fall in the event of damage, accident or injury (i.e. "fall zone"), and that the setback area provided shall accommodate the structure should it fall or break and provide a reasonable buffer in the event the structure fails.
- (2) A description of performance guarantee to be posted at the time of receiving a land use permit for the facility to ensure removal of the facility when it is abandoned or is no longer needed. The applicant shall demonstrate that funds will be available to the Township for removal of any structure used for wireless communication in an amount which reasonably reflects the cost of removal of the facility and restoration of the property or structure upon which the facility is located or placed. Adequate funds shall also be provided to cover the Township's administrative costs in the event that the applicant or its successor does not remove the Wireless Communication Facility in a timely manner.

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

- (3) A map that illustrates existing and known proposed wireless communication facilities within Genoa Township and adjacent communities, which are relevant in terms of potential collocation or to demonstrate the need for the proposed facility. If and to the extent the information in question is on file with the township, the applicant shall be required only to update as needed. Any such information which is trade secret and/or other confidential commercial information which, if released would result in commercial disadvantage to the applicant, may be submitted with a request for confidentiality in connection with the development of governmental policy MCL 15.243(1)(g). This ordinance shall serve as the promise to maintain confidentiality to the extent permitted by law. The request for confidentiality must be prominently stated in order to bring it to the attention of the community.
  - (4) For all new facilities, in recognition of the township's policy to promote collocation, a written agreement, transferable to all assessors and assigns, that the operator shall make space available on the facility for collocation.
  - (5) The name, address and phone number of the person to contact for engineering, maintenance and other notice purposes. This information shall be continuously updated during all times the facility is on the premises.
- (e) Design Standards Applicable to All Facilities. In addition to the Criteria of Site Plan Review listed in Article 18 and Special Land Use Review listed in Article 19, all wireless communication facilities shall be constructed and maintained in accordance with the following standards:

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

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

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

- (2) Six (6) months after new technology is available at reasonable cost, as determined by the Township Board, which permits the operation of the communication system without the requirement of the support structure.
- (3) The situations in which removal of a facility is required, as set forth in paragraph 1 above, may be applied and limited to portions of a facility.
- (4) Upon the occurrence of one or more of the events requiring removal, specified in paragraph (1) above, the property owner or persons who had used the facility shall immediately apply or secure the application for any required demolition or removal permits, and immediately proceed with and complete the demolition/removal, restoring the premises to an acceptable condition as reasonably determined by the Zoning Administrator.
- (5) If the required removal of a facility or a portion thereof has not been lawfully completed within sixty (60) days of the applicable deadline, and after at least thirty (30) days written notice, the Township may remove or secure the removal of the facility or required portions thereof, with its actual cost and reasonable administrative charge to be drawn or collected and/or enforced from or under the security posted at the time application was made for establishing the facility.

(g) Collocation.

- (1) Statement of Policy. It is the policy of Genoa Township to minimize the overall number of newly established locations for Wireless Communication Facilities and Wireless Communication Support Structures within the Township and to encourage the use of existing structures for Attached Wireless Communication Facilities. If a provider fails or refuses to permit collocation on a facility owned or controlled by it, where collocation is feasible, the result will be that a new and unnecessary additional structure will be required, in contradiction with Township policy. Collocation shall be required unless an applicant demonstrates that collocation is not feasible.
- (2) Feasibility of Collocation. Collocation shall be deemed "feasible" for the purpose of this section where all of the following are met:
  - a. The wireless communication provider or property owner where collocation is proposed will accept market rent or other market compensation for collocation and the wireless communication provider seeking the facility will pay such rates.
  - b. The site on which collocation is being considered, taking into consideration reasonable modification or replacement of a facility, is able to provide structural support.
  - c. The collocation being considered is technically reasonable, e.g. the collocation will not result in unreasonable interference, given

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

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

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**Sec. 11.03 DWELLINGS**

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

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

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amended. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength requirements.

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

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

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

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

**Sec. 11.03.03 Regulations on Accessory Dwellings**

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

**Sec. 11.04 ACCESSORY BUILDINGS AND STRUCTURES**

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

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

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

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

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- a. The accessory building shall be setback at least ten (10) feet from the other side lot line.
  - b. There shall be a minimum of ten (10) feet of separation from buildings on adjacent lots.
- (g) **Setback from Shoreline:** Detached accessory buildings shall be setback at least fifty (50) feet from the nearest edge of any lake shoreline, except in the Lakeshore Resort Residential District where accessory buildings shall meet the shoreline setback requirements for the principle structure as specified in Table 3.04.02. Detached accessory buildings shall be setback at least twenty-five (25) feet from the edge of any wetland.
- (h) **Maximum Size:** The combined total of all accessory buildings in any residential district shall be a maximum of nine hundred (900) square feet in area for lots less than two (2) acres and one thousand two hundred (1200) square feet in area for lots equal to or greater than two (2) acres. Accessory buildings and structures located on conforming lots in Agricultural and Country Estates Districts shall not be limited by size, provided all required setback are met.
- (i) **Maximum Number:** No more than two (2) detached accessory buildings shall be permitted on any lot in any district except the Agricultural and Country Estate Districts.
- (j) **Maximum, Height:** The maximum building height of any detached accessory building shall be fourteen (14) feet (see Article 25 for calculation of building height), except as follows:
- (1) Antenna heights may be as noted in Section 11.04.06
  - (2) Accessory buildings on conforming lots in the Agricultural, Country Estate Districts and Rural Residential districts may exceed the maximum height restrictions for principal buildings by up to fifteen (15) feet.
- (k) **Restrictions on Use:** Accessory garages shall only be used to store vehicles or equipment associated with a Permitted Use.
- (l) **Not used for dwelling/business:** Accessory buildings shall not be occupied for dwelling purposes nor used for any business profession, trade or occupation except for agricultural uses in an Agricultural District as permitted in Section 3.03 and home occupations as provided for in Section 3.03.02(a). (as amended 12/31/06 and 3/5/10)

11.04.02 **Decks**

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

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

11.04.03 **Swimming Pools**

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

11.04.04 **Fences, Walls and Screens**

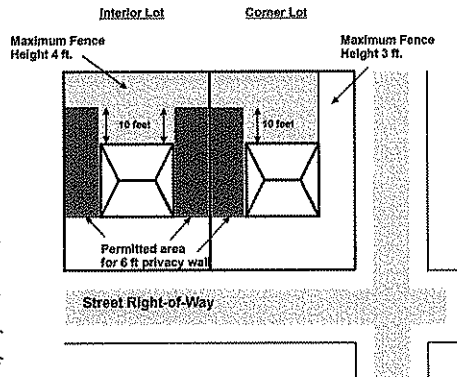
- (a) Unless specifically authorized elsewhere in this Ordinance, fences, walls or screens located within the front yard in any residential zoning district shall not exceed three (3) feet in height, or be in excess of forty nine (49) percent (%) solid or impervious.
- (b) Chain link fences shall not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

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

- (1) A privacy fence or wall up to six (6) feet high within the required side yard provided the wall does not extend beyond the front building line or more than ten (10) feet beyond the rear building line;
- (2) A six (6) foot high dog run or pet enclosure enclosing a maximum of twenty percent (20%) of the required rear yard or two hundred (200) square feet maximum area within the required rear yard, whichever is less



- (3) A six (6) foot high fence in an Agricultural or Country Estate District, which does not exceed forty nine percent (49%) solid or impervious area except as provided for in 11.04.04(c).;
- (4) An eight (8) foot high security fence of a permitted essential public service building, essential public service storage yard, towers, commercial use or industrial use, which may also include a maximum of one (1) additional foot of barb wire.

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

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

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

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

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

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

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

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

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

**11.04.07 Outdoor Furnaces:**

(a) **Purpose.** Although outdoor furnaces may provide an economical alternative to conventional heating systems, concerns have been raised regarding the safety and environmental impacts of these heating devices, particularly the production of offensive odors and potential health effects of uncontrolled emissions. This section is intended to ensure that outdoor furnaces are utilized in a manner that does not create a nuisance or hazard and is not detrimental to the health, safety and general welfare of the residents of Genoa Charter Township.

(b) **Definitions.** The following definitions shall apply to the terms used in this section:

(1) **Firewood.** Trunks and branches of trees and bushes, but does not include leaves, needles, vines or brush smaller than three inches in diameter.

(2) **Outdoor Furnace.** Any equipment, device or apparatus, or any part thereof, which is installed, affixed or situated outdoors for the primary purpose of combustion of fuel to produce heat or energy used as a component of a heating system providing heat for any interior space.

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(3) **Untreated Lumber.** Dry wood that has been milled and dried but which has not been treated or combined with any petroleum product, chemical, preservative, glue, adhesive, stain, paint or other substance.

(4) **Stack.** A vertical structure enclosing a flue or flues that carry off smoke or exhaust from an outdoor furnace, including that part of the structure extending above a roof.

(c) **Requirements.** Outdoor furnaces located outside the principal building may be permitted in any zoning district as an accessory structure to a permitted use only under the following conditions:

(1) The outdoor furnace shall be for the purpose of providing heat to a dwelling or accessory structure on the same lot.

(2) The outdoor furnace shall be a minimum of forty (40) feet from all structures on the lot.

(3) The outdoor furnace shall be a minimum of one hundred (100) feet from all property lines.

(4) The outdoor furnace may only be located in a rear or side yard and shall not be located in the front yard.

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- (5) An area at least thirty (30) feet in diameter around the outdoor furnace shall be free of ignitable materials or debris; except that fuel for the outdoor furnace may be stored within this area.
- (6) The outdoor furnace shall utilize a stack with a minimum height of fifteen (15) feet and shall not exceed fifteen (15) feet above the height of the principal structure height limit. All outdoor furnaces shall be equipped with properly functioning spark arrestors.
- (7) Only materials meeting outdoor furnace manufacturer's specifications are permitted to be burned in the outdoor furnace, such as firewood, untreated lumber, natural gas, propane or pellets. Burning of any and all other materials in an outdoor furnace is prohibited. Trash, garbage, plastics, gasoline, rubber, naphtha, material treated with petroleum products (particle board, railroad ties and pressure treated wood), painted or stained wood, leaves, paper products, cardboard, and material that could pose a hazard to surrounding residents shall not be used for fuel. Lighter fluids, gasoline or chemicals to start the furnace are prohibited.
- (8) The outdoor furnace shall not be located where smoke will create a nuisance to neighboring properties pursuant to Section 13.05.
- (9) The outdoor furnace shall be from a manufacturer with a safety certification from a qualified independent laboratory that has tested the furnace and certified that it complies with safety standards established by Underwriters Laboratory (UL 391-1955).
- (10) Use of the outdoor furnace must follow all operating instructions supplied by the manufacturer.
- (11) The outdoor furnace must also comply with all applicable county, state or federal guidelines.

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Sec. 11.05 WIND ENERGY CONVERSION SYSTEMS (WECS)

11.05.01 General:

- (a) **Intent:** The intent of these regulations is to provide for sustainable energy sources by allowing the development of Wind Energy Conversion Systems (WECS), while providing regulations that limit the impact of these facilities as follows:
  - (1) Protect public health, safety, welfare, and quality of life by minimizing the potential adverse impacts of a WECS.
  - (2) Protect the aesthetic quality of the natural, rural open spaces of the Township.
  - (3) Protect neighboring property owners from noise and safety impacts.
  - (4) Protect waterfowl and birds.
  - (5) Ensure structures do not exceed a height that would impact aviation safety.

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- (6) To establish standards and procedures by which the siting, design, engineering, installation, operation, and maintenance of a WECS shall be governed.
- (b) **Applicability:** WECS shall comply with the standards below.
- (1) On-site use WECS up to a height of seventy two (72) feet shall be allowed in any zoning district as an accessory structure, subject to the requirements of Section 11.05.02.
  - (2) On-site use WECS over a height of seventy two (72) feet shall be allowed in certain zoning districts as an accessory structure, subject to the requirements of Section 11.05.03.
  - (3) A utility grid WECS shall be allowed as a principal use of land in certain zoning districts, subject to the requirements of Section 11.05.03.
- (c) **Definitions:** For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:
- (1) **Ambient Noise:** The amount of background noise at a given location prior to the installation of a WECS which may include, but is not limited to, traffic, machinery, lawnmowers, general human activity and the interaction of the wind with the landscape. Ambient Sound Level is measured on the Decibel – dB (A) – weighted scale as defined by the American National Standards Institute (ANSI). Such noise levels shall be measured on the property line or on the adjacent property, which is receiving the noise.
  - (2) **Anemometer tower:** A freestanding tower containing instrumentation such as anemometers that is designed to provide present moment wind data for use by the supervisory control and data acquisition (SCADA) system used by utility companies to monitor energy production from a central control unit, which is an accessory land use to a utility grid WECS.
  - (3) **ANSI:** The American National Standards Institute.
  - (4) **dB (A):** dB (A) means the sound pressure level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication ANSI s1.4-1971.
  - (5) **Decibel:** The unit of measure used to express the magnitude of sound pressure and sound intensity (dB).
  - (6) **Horizontal axis WECS:** A WECS which converts wind energy into electricity through the use of a wind turbine generator with a horizontal axis of rotation. This type of WECS is directional in that it achieves optimal energy production while pointed into or away from the direction of the wind.
  - (7) **IEC:** The International Electrotechnical Commission.
  - (8) **ISO:** The International Organization for Standardization.

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- (9) **Lease unit boundary:** The boundary around property leased for purposes of a WECS, including adjacent parcels to the parcel on which the WECS tower or equipment is located. For purposes of setback, the lease unit boundary shall not cross road right-of-ways.
- (10) **On site WECS:** A land use for generating electric power from wind that is accessory to a legal principal use and intended to primarily serve the needs of the electric power consumer at that site.
- (11) **Rotor:** An element of a WECS that acts as a multi-bladed airfoil assembly, thereby extracting through rotation, kinetic energy directly from the wind.
- (12) **Shadow flicker:** Alternating changes in light intensity caused by the moving blades of a WECS casting shadows on the ground and stationary objects, such as but not limited to a window at a dwelling.
- (13) **Tower height:** The vertical distance as measured from the ground level of the base of a wind energy conversion system tower to the uppermost vertical extension of a rotor blade, or the maximum height reached by any part of a WECS.
- (14) **Utility grid WECS:** The use of wind power to generate electric power for the principal purpose of supplying electric power to the energy grid, with little or no on-site use of the generated power.
- (15) **Vertical axis WECS:** A WECS which converts wind energy into electricity through the use of a wind turbine generator with a vertical axis of rotation. This type of WECS is not directional in that it does not need to be pointed into or away from the direction of the wind in order to achieve optimal energy production.
- (16) **Wind energy conversion system (WECS):** A land use for generating power by use of wind; utilizing wind turbine generators, including the turbine, blades, and tower as well as related electrical equipment. This does not include wiring to connect the WECS to the electric utility grid. See also on-site WECS and utility grid WECS.
- (17) **Wind site assessment.** An assessment to determine the wind speeds at a specific site and the feasibility of using that site for construction of a WECS.

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

- (a) **Locations Where System Allowed:** An accessory WECS up to seventy two (72) feet tall shall be permitted in all districts with administrative land use permit approval by the Zoning Administrator.
- (b) **Number of Systems:** An on-site use WECS is to be designed to primarily serve the needs of a home, farm, or on-site business. One (1) on-site use WECS shall be permitted per property.

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- (c) **Clearance above Ground:** The minimum blade or rotor clearance will be at least ten (10) feet from the ground.
- (d) **System Attached to a Structure or Roof:** A WECS may be attached to an existing structure. Roof-mounted equipment shall not exceed a height of fifteen (15) feet above the surrounding roof surface.
- (e) **Property Setback:** The minimum distance between an on-site use WECS and the owner's property lines shall be equal to the height of the WECS tower including the top of the blade in its vertical position. No part of the WECS structure, including guy wire anchors, may extend closer than ten (10) feet to the owner's property lines, or the distance of the required setback in the respective zoning district, whichever results in the greater setback. Where a WECS is located in the front yard, it shall be setback two hundred (200) feet from the front lot line.
- (f) **Color:** WECS shall be painted a non-obtrusive (light color such as white, beige or light gray) color that is non-reflective. No striping or color shall be visible on the blades or tower. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades. Nacelles may have lettering that exhibits the manufacturer's identification.
- (g) **Towers:** WECS shall use tubular towers. Lattice towers shall be prohibited.
- (h) **Sound Pressure Level:** On site use WECS shall not create noise levels that exceed sixty (60) dB (A) measured at the property line.
- (i) **Construction Codes, Towers, & Interconnection Standards:** On-site use WECS, including towers shall comply with all applicable state construction and electrical codes and local building permit requirements. On-site use WECS including towers shall comply with Federal Aviation Administration requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950, MCL 259.431 *et seq.*), and the Michigan Tall Structures Act (Public Act 259 of 1959, MCL 259.481 *et seq.*).
- (j) **Connection to Energy Grid:** An interconnected on-site use WECS shall comply with Michigan Public Service Commission and Federal Energy Regulatory Commission standards. Off-grid systems are exempt from this requirement.
- (k) **Safety:** An on-site use WECS shall have automatic braking, governing, or a feathering system to prevent uncontrolled rotation or over speeding. All wind towers shall have lightning protection. If a tower is supported by guy wires, the wires shall be clearly visible to a height of at least eight (8) feet above the guy wire anchors.
- (l) **Accessibility:** Towers shall be designed and constructed in such a manner that integrated tower climbing devices are a minimum of twelve (12) feet above the base of the tower and only accessible by using a separate climbing device.
- (m) **Labeling of WECS Tower Subsystem:** The following information shall be provided on labels attached to the tower in a visible, easily read, and easily accessible location:
  - (1) Equipment weight of the tower subsystem;

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- (2) Manufacturer's name and address;
  - (3) Model number;
  - (4) Serial number;
  - (5) The survival wind speed in miles per hour and meters per second;
  - (6) Name of installer;
  - (7) Name of person responsible for maintenance;
  - (8) Emergency telephone number in force for (6) and (7) above.
- (n) **Labeling of WECS Power Conversion Subsystem:** The following information shall be provided on labels attached to the WECS power conversion subsystem in a visible, easily read, and easily accessible location:
- (1) Maximum power input (KW), rated voltage (volts) and rated current output (amperes) of the generator, alternator, etc.;
  - (2) Manufacturer's name and address;
  - (3) Model number;
  - (4) Serial number;
  - (5) Emergency and normal shutdown procedures;
  - (6) Underwriters label, where appropriate.
- (o) **Utilities:** Power lines shall be placed underground. If the WECS is connected to a public utility system for net metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's current service regulations that meet federal, state and industry standards applicable to wind power generation facilities. Any such connection shall be inspected and approved by the appropriate utility company.
- (p) **Removal of Abandoned Facilities:** Any WECS that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such WECS shall remove the WECS within ninety (90) days of receiving an abandonment notification from the Township. Failure to remove an abandoned WECS within ninety (90) days shall be grounds for the Township to remove the WECS at the owner's expense.

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

- (a) **Locations Where System Allowed:** Utility grid WECS and on-site WECS over seventy two (72) feet in height shall be permitted in the AG, CE, PRF and IND districts with special land use approval by the Township Board in accordance with

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GENOA TOWNSHIP ZONING ORDINANCE

Article 19 and site plan approval by the Planning Commission in accordance with Article 18.

- (b) **Clearance above Ground:** The minimum blade or rotor clearance for a horizontal axis tower mounted WECS will be at least twenty (20) feet above ground or above any outdoor areas intended for human use. The minimum rotor clearance for a vertical axis WECS installed on-grade will be at least ten (10) feet above ground.
- (c) **System attached to a Structure or Roof:** A WECS may be attached to an existing structure so that the appearance of the structure will not be materially altered or changed. Roof-mounted equipment shall not exceed a height of twenty (20) feet above the surrounding roof surface. The equipment shall not be attached to a portion of the roof that is highly visible.
- (d) **Height:** No utility grid WECS or on-site use WECS shall exceed one hundred fifty (150) feet in height.
- (e) **Property Setback:** The minimum distance between a WECS and the property lines shall be equal to the height of the WECS tower including the top of the blade in its vertical position. The minimum distance between an anemometer tower and the owner's property lines shall be equal to the height of the tower. No part of the WECS structure, including guy wire anchors, may extend closer than ten (10) feet to the owner's property lines, or the distance of the required setback in the respective zoning district, whichever results in the greater setback. Any operations and maintenance office building, a sub-station, or ancillary equipment shall comply with any property set-back requirement of the respective zoning district. Where a WECS is located in the front yard, it shall be setback two hundred (200) feet from the front lot line.
- (f) **Color:** WECS shall be painted a non-obtrusive (light color such as white, beige or light gray) color that is non-reflective. No striping or color shall be visible on the blades or tower.
- (g) **Sound Pressure Level:** WECS shall not create noise levels that exceed sixty (60) dB (A) measured at the property line.
- (h) **Safety Requirements:** WECS shall be designed to prevent unauthorized access to electrical and mechanical components and shall have access doors that are kept securely locked at all times when service personnel are not present. All spent lubricants and cooling fluids shall be properly and safely removed in a timely manner from the site of the WECS. A sign shall be posted near the tower or operations and maintenance office building that will contain emergency contact information. Signage placed at the road access shall be used to warn visitors about the potential danger of falling ice.
- (i) **Accessibility:** Towers shall be designed and constructed in such a manner that integrated tower climbing devices are a minimum of twelve (12) feet above the base of the tower and only accessible by using a separate climbing device.
- (j) **Performance Security:** Performance guarantee, pursuant to Section 21.03 of this Ordinance, shall be provided for the applicant making repairs to public roads damaged by the construction of the WECS.

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- (k) **Utilities:** Power lines shall be placed underground. If the WECS is connected to a public utility system for net metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's current service regulations that meet federal, state and industry standards applicable to wind power generation facilities. Any such connection shall be inspected and approved by the appropriate utility company. Utility grid WECS shall comply with applicable utility, Michigan Public Service Commission, and Federal Energy Regulatory Commission interconnection standards.
- (l) **Permits:** WECS shall comply with all applicable state construction and electrical codes and County building permit requirements.
- (m) **Aviation Hazard:** WECS shall comply with Federal Aviation Administration (FAA) requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950 as amended, M.C.L. 259.431 et seq.), and the Michigan Tall Structures Act (Public Act 259 of 1959 as amended, M.C.L. 259.481 et seq.). The minimum FAA lighting standards shall not be exceeded. All tower lighting required by the FAA shall be shielded to the extent possible to reduce glare and visibility from the ground. The tower shaft shall not be illuminated unless required by the FAA.
- (n) **Standards:** The following standards apply only to utility grid WECS:
  - (1) **Visual Impact:** Utility grid WECS projects shall use tubular towers and all utility grid WECS in a project shall be finished in a single, non-reflective matte finished color. A project shall be constructed using WECS of similar design, size, operation, and appearance throughout the project. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades. Nacelles may have lettering that exhibits the manufacturer's and/or owner's identification.
  - (2) **Decommissioning:** A decommissioning plan for the WECS and any anemometer towers shall be provided that indicates 1) the anticipated life of the project, 2) the estimated decommissioning costs net of salvage value in current dollars, 3) the method of ensuring that funds will be available for decommissioning and restoration, 4) the anticipated manner in which the project will be decommissioned and the site restored and 5) performance guarantee, pursuant to Section 21.03 of this Ordinance.
  - (3) **Electromagnetic Interference:** Utility grid WECS shall not be installed in any location where its proximity to existing fixed broadcast, retransmission, or reception antennae for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception unless the applicant provides a replacement signal to the affected party that will restore reception to at least the level present before operation of the WECS. No utility grid WECS shall be installed in any location within the line of sight of an existing microwave communications link where operation of the WECS is likely to produce electromagnetic interference in the link's operation unless the interference is proven to be insignificant.

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GENOA TOWNSHIP ZONING ORDINANCE

- (o) **Site Plan:** Site plan requirements for utility grid WECS and on-site WECS over seventy two (72) feet in height are as follows:
- (1) Documentation that sound pressure level, construction code, tower, interconnection (if applicable), and safety requirements have been reviewed and the submitted site plan is prepared to show compliance with these issues.
  - (2) Proof of the applicant's general liability insurance for at least three million dollars (\$3,000,000) for the project to cover the operator, the landowner and the Township.
  - (3) A copy of that portion of all the applicant's lease(s) with the land owner(s) granting authority to install the anemometer tower and/or utility grid WECS; legal description of the property(ies), lease unit(s); and the site plan shows the boundaries of the leases as well as the boundaries of the lease unit boundary.
  - (4) The phases, or parts of construction, with a construction schedule.
  - (5) The project area boundaries.
  - (6) The location of all dwellings within three hundred (300) feet of the system.
  - (7) The location of all guy wires or other support devices.
  - (8) The location, height, and dimensions of all existing and proposed structures and fencing.
  - (9) The location, grades, and dimensions of all temporary and permanent on-site and access roads from the nearest county or state maintained road.
  - (10) All new above ground infrastructure related to the project.
  - (11) A copy of manufacturers' material safety data sheet(s) which shall include the type and quantity of all materials used in the operation of all equipment including, but not limited to, all lubricants and coolants.
  - (12) For utility grid WECS only:
    - a. A copy of a noise modeling and analysis report and the site plan shall show locations of equipment identified as a source of noise. Equipment shall be placed so that the WECS will not exceed the maximum permitted sound pressure levels. The noise modeling and analysis shall conform to IEC 61400 and ISO 9613. After installation of the utility grid WECS, sound pressure level measurements shall be done by a third party, qualified professional according to the procedures in the most current version of ANSI S12.18. All sound pressure levels shall be measured with a sound meter that meets or exceeds the most current version of ANSI S1.4 specifications for a Type II sound meter. Documentation of the sound pressure level measurements shall be provided to Genoa Township within sixty (60) days of the commercial operation of the project.

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GENOA TOWNSHIP ZONING ORDINANCE

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- b. A visual impact simulation showing the completed site as proposed on the submitted site plan. The visual impact simulation shall be from four viewable angles and conducted adjacent to property lines or the lease unit boundaries.
- c. A copy of an environment analysis by a qualified professional to identify and assess any potential impacts on the natural environment including, but not limited to wetlands and other fragile ecosystems, historical and cultural sites, and antiquities. The applicant shall take appropriate measures to minimize, eliminate or mitigate adverse impacts identified in the analysis, and shall show those measures on the site plan. The applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts.
- d. A copy of an avian and wildlife impact analysis by a qualified professional to identify and assess any potential impacts on wildlife and endangered species. The applicant shall take appropriate measures to minimize, eliminate or mitigate adverse impacts identified in the analysis, and shall show those measures on the site plan. The applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts. (Sites requiring special scrutiny include wildlife refuges, other areas where birds are highly concentrated, bat hibernacula, wooded ridge tops that attract wildlife, sites that are frequented by federally and/or state listed endangered species of birds and bats, significant bird migration pathways, and areas that have landscape features known to attract large numbers of raptor.)
  - 1. At a minimum, the analysis shall include a thorough review of existing information regarding species and potential habitats in the vicinity of the project area. Where appropriate, surveys for bats, raptors, and general avian use should be conducted. The analysis shall include the potential effects on species listed under the federal Endangered Species Act and Michigan's Endangered Species Protection Law.
  - 2. The analysis shall indicate whether a post construction wildlife mortality study will be conducted and, if not, the reasons why such a study does not need to be conducted.
- e. A copy of a shadow flicker analysis for residential buildings and livestock areas within one thousand (1,000) feet of the proposed system. The analysis shall to identify the locations of shadow flicker that may be caused by the project and the expected durations of the flicker at these locations from sun-rise to sun-set over the course of a year. The analysis shall identify problem areas where shadow flicker may affect residents and livestock within one thousand (1,000) feet. The analysis shall also show measures that shall be taken to eliminate or mitigate the problems.
- f. A second site plan which shows the restoration plan for the site after completion of the project which includes the following supporting documentation:

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GENOA TOWNSHIP ZONING ORDINANCE

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1. The anticipated life of the project.
  2. The estimated decommissioning costs net of salvage value in current dollars.
  3. The method of ensuring that funds will be available for decommissioning and restoration.
  4. The anticipated manner in which the project will be decommissioned and the site restored.
- g. A description of the complaint resolution process developed by the applicant to resolve complaints from nearby residents concerning the construction or operation of the project. The process may use an independent mediator or arbitrator and shall include a time limit for acting on a complaint. The process shall not preclude the local government from acting on a complaint. During construction the applicant shall maintain and make available to nearby residents a telephone number where a project representative can be reached during normal business hours.

(as amended 3/5/10)

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## 11-8-10 Approved PC Minutes

**Motion** by Barbara Figurski, to recommend to the Township Board that they approve the impact assessment dated September 29, 2010 with the changes made according to the agreement, subject to:

1. Approval by the Township Board of the conditional rezoning agreement and the rezoning site plan.

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

**Motion** by Jim Mortensen, to recommend to the Township Board approval of the conditional rezoning agreement for the United Way property located at 2980 Dorr Road. The Township Board shall approve the conditional rezoning site plan and the environmental impact assessment.

1. This approval was due to the uniqueness of the property and location to the railroad and wetlands.

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

**Motion** by Jim Mortensen, to recommend to the Township Board approval of the rezoning site plan for the United Way building located at 2980 Dorr Road, reviewed with the materials presented to the Commission this evening, subject to:

1. Approval by the Township Board of the conditional rezoning environmental impact assessment and the conditional rezoning agreement.

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

### **OPEN PUBLIC HEARING #3...Review of amendments to Zoning Ordinance Articles 3 and 11.**

Chairman Brown stated that he did not have any problems with the text of Article 3 and that was the consensus of the Commission.

In regards to Article 11, Chairman Brown stated that he did research on the internet regarding outdoor burning furnaces. He stated that he would like for the ordinance to control what can be burned in them.

Lauren Brookins stated that she did not have a problem with this ordinance and stated that it is a great thing to have. The nuisance is going to be minimal as they are seen in rural areas more. The cost effectiveness is a good thing.

Chairman Brown stated that he lives in a small lot subdivision and with the 100 feet setback, it would be very difficult to put one on there. He questioned about an area being 30 feet completely free of debris.

Jeff Purdy, LSL Planner, stated that the intent is not to end up with a brush fire. Firewood would be stacked and well maintained.

Kelly VanMarter stated that the fire marshall did have a chance to review the ordinance. He was glad to see the community with a regulation on this issue.

He would like the township to require a permit. He suggested there could be an issue about people making their own. The clear distance area was a large area. He felt that wood up to the unit would be ok.

He thought that if we wanted to require that units be used by the manufactured requirements that would alleviate some of the issues. Kelly VanMarter stated that would be difficult to enforce and that they comply with manufactured standards.

Frank Mancuso, Township Attorney, stated that there are many different manufacturers with different standards. We might run into problems that would contradict the ordinance.

Jim Mortensen stated that maybe the township could do what other township's do by issuing a burn permit.

Kelly VanMarter stated that it is a building and it would be appropriate to issue a land use permit.

Chairman Brown stated that there is much information out there and maybe the township should do more investigating into this matter before it is approved.

Dean Tengal questioned the forty-foot setback. Some of these can be used in a pole barn. They are a contained appliance. Are they designed to be inside? If so can they put it inside a pole barn?

Kelly VanMarter stated that the township would not regulate it if it was inside a home or building. That would be the Livingston County Building Department.

After discussion with the board members, Jeff Purdy stated that he could add the information that was discussed tonight and take a look at other township ordinances.

Kelly VanMarter thinks that the township has done a good job with this ordinance and the main thing is to make sure that this is not a nuisance to the neighbors and what type of material is going to be used.

James Mortensen stated that he could move forward on this as long as the fuel source is within 15 feet.

Dean Tengal questioned if the outdoor furnaces can be put in any zoning district. Kelly VanMarter stated that as long as it meets the setbacks and the conditions of the ordinance that it could go in any residential district.

Chairman Brown stated that he would like the commission to slow down and get all the information and in place before moving this ordinance forward.

Planning Commission disposition of petition

A. Recommendation of Zoning Ordinance Amendments

**Motion** by Mortensen to recommend to the Township Board approval of Zoning Ordinance Amendments containing Article 3 covering home based occupations and Article 11 covering outdoor furnaces as reviewed and modified by the Planning Commission this evening. Support by Barbara Figurski. **Motion carried unanimously.**

**Administrative Business:**

- *Planner's report: Jeff Purdy, LSL Planners, gave a brief slide show presentation regarding the changes to Act 51 under PA 134 in regards to Complete Streets legislation.*
- *Approval of October 12th, 2010 Planning Commission meeting minutes. Upon **motion** by Barbara Figurski and support by John McManus, the minutes were accepted as amended. **Motion carried unanimously***
- *Member Discussion*
- *Adjournment. **Motioned** by McManus, to adjourn at 7:34 p.m., supported by Figurski. **Motion carried unanimously.***

future expansion of OSD uses will not negatively impact traffic circulation, the natural environment or nearby residential uses.

**Commission Discussion:** Commissioner Clum stated that she was abstaining from the vote on this case. Commissioner Prokuda asked if it is likely that residential development could be established north of the site. Director Kline-Hudson said that it is unlikely immediately north of the site due to environmental conditions.

**Public Comment:** None

**Commissioner Action:** IT WAS MOVED BY COMMISSIONER SPARKS, TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER KENNEDY-CARRASCO  
All in favor, motion passed. 4-0, 1 abstention.

**E. Z-05-11 GENOA CHARTER TOWNSHIP AMENDMENT TO ZONING ORDINANCE: SECTION 3.02, HOME OCCUPATIONS.**

The Genoa Charter Township Planning Commission proposes to amend Section 3.02, Home Occupations.

**Township Planning Commission Recommendation: APPROVAL.** The Genoa Charter Township Planning Commission recommended approval of the text amendments at their November 8, 2010 meeting. There were no public comments regarding this proposed text amendment.

**Staff Recommendation: APPROVAL.** The proposed text amendments are easy to interpret and they should enhance the language of the Genoa Charter Township Zoning Ordinance. County Planning Staff recommends that the Genoa Charter Township Planning Commission follow-up with a text amendment to revise the current definition of Home Occupation.

**Commission Discussion:** Commissioners discussed the use of attached/unattached garages for a home occupation and the traffic that would be generated by a home occupation. They expressed concerns with regulation 2 and 5. Principal Planner Stanford stated that the twenty (20) vehicle trips per day (10 in and 10 out) is an Institute of Transportation Engineers (ITE) standard that is commonly used in planning. Commissioner Clum stated that the recommendation about the definition of Home Occupation was a good catch by staff.

**Public Comment:** None

**Commissioner Action:** IT WAS MOVED BY COMMISSIONER SPARKS, TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER KENNEDY-CARRASCO  
All in favor, motion passed. 4-0.

**F. Z-06-11 GENOA CHARTER TOWNSHIP AMENDMENT TO ZONING ORDINANCE: SECTION 11.04, OUTDOOR FURNACES.**

The Genoa Charter Township Planning Commission proposes to amend Section 11.04, Outdoor Furnaces.

**Township Planning Commission Recommendation: APPROVAL.** The Genoa Charter Township Planning Commission recommended approval of the text amendments at their November 8, 2010 meeting. There were no public comments regarding this proposed text amendment, however there was considerable discussion regarding burn permits. The Township Planning Director also stated that the Fire Marshal did have the chance to review this ordinance language, and that he was glad to see the community with regulations regarding outdoor furnaces.

**Staff Recommendation: APPROVAL.** The proposed text amendments are easy to interpret and they should enhance the language of the Genoa Charter Township Zoning Ordinance.

**Commission Discussion:** Commissioner Clum stated that staff picked up on some good recommendations at the end of the review. Commissioner Sparks said that he felt there was no need for Genoa Charter Township to add a minimum lot size requirement for outdoor furnaces because the outdoor furnace setbacks they require will already limit the size of the lot. Commissioners discussed the definition of 'Firewood' and the restrictive nature of the three inch diameter requirement.

**Public Comment:** None

**Commissioner Action:** IT WAS MOVED BY COMMISSIONER KENNEDY-CARRASCO, TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER PROKUDA.

All in favor, motion passed, 4-0.

**G. Z-07-11 PUTNAM TOWNSHIP AMENDMENT TO ZONING ORDINANCE: VARIOUS SECTIONS, PAWN SHOPS.**

The Putnam Township Planning Commission proposes to amend various Sections of the Zoning Ordinance regarding pawn shops.

**Township Planning Commission Recommendation: APPROVAL.** The proposed amendments were approved at the December 8, 2010 public hearing. There were no public comments during this process.

**Staff Recommendation: APPROVAL.** Staff believes the proposed amendments are compatible with the Putnam Township Zoning Ordinance.

**Commission Discussion:** Commissioner Sparks asked about the down-side to pawn shops. Principal Planner Barb explained why some people consider this an objectionable use. Commissioner Sparks stated that the Township desires to isolate this use.

**Public Comment:** None


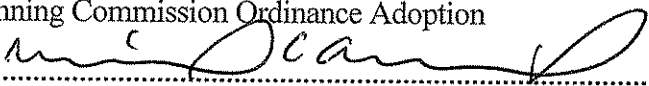
**Commissioner Action:** IT WAS MOVED BY COMMISSIONER PROKUDA, TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER KENNEDY-CARRASCO.

All in favor, motion passed, 4-0.

**H. Z-08-11 PUTNAM CHARTER TOWNSHIP AMENDMENT TO ZONING ORDINANCE: VARIOUS SECTIONS, HOME OCCUPATIONS.**

The Putnam Township Planning Commission proposes to amend various Sections of the Zoning Ordinance regarding home occupations.

MEMORANDUM

To: Genoa Township Board  
From: Kelly VanMarter, Planning Director   
Date: February 17, 2011  
Re: Planning Commission Ordinance Adoption  
Manager Review: 

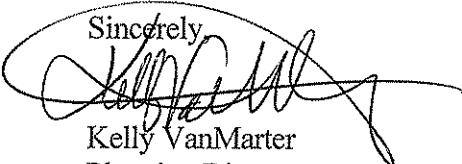
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Dear Honorable Officials and Trustees,

In response to comments made at your last meeting, the Township Attorney and I have reviewed and revised the proposed Planning Commission Ordinance to ensure compliance with state statute. The changes to the proposed ordinance are shown in the attached redlined copy. I hope you find the changes to the ordinance acceptable and I encourage your approval and adoption with the following motion:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve and adopt Ordinance No. 110221B entitled the “Genoa Charter Township Planning Commission” ordinance.**  
*(Please note this ordinance requires adoption by a majority of the membership on roll call vote.)*

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

Sincerely,  
  
Kelly VanMarter  
Planning Director

PLANNING COMMISSION ORDINANCE  
GENOA CHARTER TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN

WHEREAS, GENOA CHARTER TOWNSHIP DID ESTABLISH THE GENOA TOWNSHIP PLANNING COMMISSION BY RESOLUTION NO. 71-2 ON FEBRUARY 12, 1971, AND IT IS NOW DESIRED TO REPEAL THE EXISTING RESOLUTION AND ADOPT THIS ORDINANCE TO INSURE PROPER RECORD OF THE ACTION IS CREATED, NOW THEREFORE, GENOA CHARTER TOWNSHIP ORDAINS THAT SAID ORDINANCE SHALL READ AS FOLLOWS:

GENOA CHARTER TOWNSHIP PLANNING COMMISSION ORDINANCE

AN ORDINANCE to create a Planning Commission for Genoa Charter Township as authorized by P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.* for the purpose of having planning and zoning in Genoa Charter Township, to create, organize, enumerate powers and duties, and to provide for the regulation and subdivision of land, coordinated and harmonious development of Genoa Township; and to function in cooperation with other constituted authorities of incorporated and unincorporated areas within the state where Genoa Charter Township exists.

**GENOA CHARTER TOWNSHIP ORDAINS:**

Section 1. Creation. There shall be a Genoa Charter Township Planning Commission pursuant to P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.*, hereinafter referred to as the Commission with the powers and duties as therein set forth and as hereinafter provided. This ordinance shall be officially known and described as the "Genoa Charter Township Planning Commission Ordinance."

Section 2. Membership.

- A. The Commission shall consist of 7 members appointed by the Township Supervisor, subject to approval by the majority of the members of the Township Board of Trustees. To be qualified to be a member and remain a member of the Planning Commission, the individual shall be a qualified elector of Genoa Charter Township, except that one member may be a non-qualified elector.
- B. Members shall be appointed for three-year terms. A member shall hold office until his or her successor is appointed. If a vacancy occurs, the vacancy shall be filled for the unexpired term in

the same manner as provided for an original appointment. As nearly as possible, the terms of 1/3 of all Commission members should continue to expire each year.

- C. One member shall also be a member of the Township Board of Trustees, whose term of office shall coincide with his or her elected term of office on the Township Board of Trustees.
- D. The membership shall be representative of the important segments of the community, such as the economic, governmental, educational, and social development of Genoa Charter Township, in accordance with the major interests as they exist in the Township, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce.
- E. The membership shall also be representative of the entire geography of the Township to the extent practicable, and as a secondary consideration to the representation of the major interests.

Section 3. Removal from Office. The Board of Trustees may remove a member of the Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure to disclose a potential conflict of interest shall be considered malfeasance in office. Failure to repeatedly attend Commission meetings shall be considered nonfeasance in office.

Section 4. Membership; Vacancies. The Township Board shall fill any vacancy in the membership of the Commission for the unexpired terms in the same manner as the initial appointment.

Section 5. Membership; Compensation. All members of the Planning Commission shall be compensated as provided by separate Resolution of the Genoa Charter Township Board of Trustees.

Section 6. Meetings.

- A. The Commission shall meet at least four times a year and a majority of the Commission shall constitute a quorum for the transaction of the ordinary business of said Commission and all questions which shall arise at their meetings shall be determined by a vote of the majority of the members of the Planning Commission present.
- B. The affirmative vote by Resolution of a majority of the total number of seats for members of the Commission, regardless if vacancies or absences exist or not, shall be necessary for the adoption, or recommendation for adoption, of any master plan or amendment to a master plan.

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Section 7. Meetings; Records. The Commission shall adopt Bylaws for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which records shall be a public record.

Section 8. Capital Improvements Program. The Planning Commission shall be exempted from the requirement of PA 33 of 2008, MCL 125.3865, requiring annual preparation and submission to the Board of Trustees of a capital improvements program. The Township Board of Trustees shall delegate the preparation of the capital improvements program, separate from or as part of the annual budget, to

the chief elected official or a non-elected administrative official, subject to final approval and adoption by the Board of Trustees.

Section 9. Approval, Ratification, and Reconfirmation. All official actions taken by the Genoa Charter Township Planning Commission preceding the Commission created by this ordinance are hereby approved, ratified and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue with the Commission created by this Ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any previous Genoa Township Planning Commission. This Ordinance shall be in full force and effect from and after its adoption and publication.

Section 10. Repeals. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 11. Severability. Should any section, subsection, paragraph, sentence, clause, or word of this Ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the Ordinance.

Section 12. Effective Date. This Ordinance was adopted by the Genoa Charter Township Board of Trustees at the regular meeting held on \_\_\_\_\_ and ordered to be given publication in the manner required by law. This ordinance shall be effective upon publication.

Copies of the Ordinance may be obtained from the Genoa Township Hall, located at 2911 Dorr Road, Brighton, Michigan 48116.

On the motion to adopt the Ordinance the following vote was recorded:

**Yeas:**  
**Nays:**  
**Absent:**

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Gary McCririe  
Township Supervisor

Township Board First Reading: January 17, 2011  
Date of Publication of Proposed Ordinance: January 21, 2011  
Township Board Second Reading and Adoption: February 21, 2011  
Date of Publication of Ordinance Adoption:  
Effective Date:

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## Kelly VanMarter

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**From:** McCrie & Cameron <mc-cam-law@cac.net>  
**Sent:** Thursday, February 10, 2011 2:52 PM  
**To:** Kelly VanMarter  
**Subject:** Planning Commission Ordinance

Kelly:

Here are some suggested changes to the Ordinance language so that it complies with the statute:

Section 2, paragraph B should provide that: "A member shall hold office until his or her successor is appointed."  
(This is pursuant to MCL 125.3815(2)).

Section 6, paragraph B should provide that: "The affirmative vote of not less than a majority of the members of the planning commission." (This is pursuant to MCL 125.3843(2)). You should **take out** the language "2/3 of the total number of seats for members of the Commission." For whatever reason, the 2/3 language only applies to a city or village planning commission.

Anything else you need or have questions about, let us know.

Vicki Lesner  
McCrie & Cameron  
317 W. Main Street  
Brighton, MI 48116  
[mc-cam-law@cac.net](mailto:mc-cam-law@cac.net)  
Ph: (810) 229-6167  
Fax: (810)229-0250

**ORDINANCE NO. 110221B**

**PLANNING COMMISSION ORDINANCE  
GENOA CHARTER TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN**

**WHEREAS, GENOA CHARTER TOWNSHIP DID ESTABLISH THE GENOA TOWNSHIP PLANNING COMMISSION BY RESOLUTION NO. 71-2 ON FEBRUARY 12, 1971, AND IT IS NOW DESIRED TO REPEAL THE EXISTING RESOLUTION AND ADOPT THIS ORDINANCE TO INSURE PROPER RECORD OF THE ACTION IS CREATED, NOW THEREFORE, GENOA CHARTER TOWNSHIP ORDAINS THAT SAID ORDINANCE SHALL READ AS FOLLOWS:**

**GENOA CHARTER TOWNSHIP PLANNING COMMISSION ORDINANCE**

AN ORDINANCE to create a Planning Commission for Genoa Charter Township as authorized by P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.* for the purpose of having planning and zoning in Genoa Charter Township, to create, organize, enumerate powers and duties, and to provide for the regulation and subdivision of land, coordinated and harmonious development of Genoa Township; and to function in cooperation with other constituted authorities of incorporated and unincorporated areas within the state where Genoa Charter Township exists.

**GENOA CHARTER TOWNSHIP ORDAINS:**

Section 1. Creation. There shall be a Genoa Charter Township Planning Commission pursuant to P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.*, hereinafter referred to as the Commission with the powers and duties as therein set forth and as hereinafter provided. This ordinance shall be officially known and described as the "Genoa Charter Township Planning Commission Ordinance."

Section 2. Membership.

- A. The Commission shall consist of 7 members appointed by the Township Supervisor, subject to approval by the majority of the members of the Township Board of Trustees. To be qualified to be a member and remain a member of the Planning Commission, the individual shall be a qualified elector of Genoa Charter Township, except that one member may be a non-qualified elector.
- B. Members shall be appointed for three-year terms. A member shall hold office until his or her successor is appointed. If a vacancy occurs, the vacancy shall be filled for the unexpired term in

the same manner as provided for an original appointment. As nearly as possible, the terms of ½ of all Commission members should continue to expire each year.

- C. One member shall also be a member of the Township Board of Trustees, whose term of office shall coincide with his or her elected term of office on the Township Board of Trustees.
- D. The membership shall be representative of the important segments of the community, such as the economic, governmental, educational, and social development of Genoa Charter Township, in accordance with the major interests as they exist in the Township, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce.
- E. The membership shall also be representative of the entire geography of the Township to the extent practicable, and as a secondary consideration to the representation of the major interests.

Section 3. Removal from Office. The Board of Trustees may remove a member of the Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure to disclose a potential conflict of interest shall be considered malfeasance in office. Failure to repeatedly attend Commission meetings shall be considered nonfeasance in office.

Section 4. Membership; Vacancies. The Township Board shall fill any vacancy in the membership of the Commission for the unexpired terms in the same manner as the initial appointment.

Section 5. Membership; Compensation. All members of the Planning Commission shall be compensated as provided by separate Resolution of the Genoa Charter Township Board of Trustees.

Section 6. Meetings.

- A. The Commission shall meet at least four times a year and a majority of the Commission shall constitute a quorum for the transaction of the ordinary business of said Commission and all questions which shall arise at their meetings shall be determined by a vote of the majority of the members of the Planning Commission present.
- B. The affirmative vote by Resolution of a majority of the total number of seats for members of the Commission, regardless if vacancies or absences exist or not, shall be necessary for the adoption, or recommendation for adoption, of any master plan or amendment to a master plan.

Section 7. Meetings; Records. The Commission shall adopt Bylaws for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which records shall be a public record.

Section 8. Capital Improvements Program. The Planning Commission shall be exempted from the requirement of PA 33 of 2008, MCL 125.3865, requiring annual preparation and submission to the Board of Trustees of a capital improvements program. The Township Board of Trustees shall delegate the preparation of the capital improvements program, separate from or as part of the annual budget, to

the chief elected official or a non-elected administrative official, subject to final approval and adoption by the Board of Trustees.

Section 9. Approval, Ratification, and Reconfirmation. All official actions taken by the Genoa Charter Township Planning Commission preceding the Commission created by this ordinance are hereby approved, ratified and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue with the Commission created by this Ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any previous Genoa Township Planning Commission. This Ordinance shall be in full force and effect from and after its adoption and publication.

Section 10. Repeals. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 11. Severability. Should any section, subsection, paragraph, sentence, clause, or word of this Ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the Ordinance.

Section 12. Effective Date. This Ordinance was adopted by the Genoa Charter Township Board of Trustees at the regular meeting held on \_\_\_\_\_ and ordered to be given publication in the manner required by law. This ordinance shall be effective upon publication.

Copies of the Ordinance may be obtained from the Genoa Township Hall, located at 2911 Dorr Road, Brighton, Michigan 48116.

On the motion to adopt the Ordinance the following vote was recorded:

**Yeas:**  
**Nays:**  
**Absent:**


I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Gary McCririe  
Township Supervisor

Township Board First Reading: January 17, 2011  
Date of Publication of Proposed Ordinance: January 21, 2011  
Township Board Second Reading and Adoption: February 21, 2011  
Date of Publication of Ordinance Adoption:  
Effective Date:

## MEMORANDUM

**To:** Genoa Township Board  
**From:** Kelly VanMarter, Planning Director   
**Date:** February 17, 2011  
**Re:** Authorization to Proceed – First ROW, Inc.  
Latson Interchange Right-of-Way Acquisition

**Manager Review:** 

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Dear Officials and Trustees,


Attached, please find an authorization to proceed and fee schedule for the Township to enlist the services of First ROW, Inc., to assist in right-of-way acquisition for the Latson Road Interchange project. The Michigan Department of Transportation (MDOT) has set July 1, 2011 as the deadline for right-of-way acquisition and certification. Our efforts at acquisition have prompted a realization that the scope, complexity, and time constraints of this project will require the assistance of an outside agency to deliver a successful product. First ROW, Inc. is well qualified and comes highly recommended by MDOT. I have included information in your packet detailing their qualifications and experience. At a meeting including MDOT, the County Road Commission and the project Engineer last week, the group was in full support of this partnership and agreed that it would be essential to the completion of the right-of-way phase of this project. Funding for First ROW, Inc. will be paid from the balance of the 1 million dollars budgeted for right-of-way acquisition in Fund 261. If acquisition costs exceed the allocation, the MDOT has agreed to transfer construction money to secure the remaining right-of-way needed.

Staff recommends approval of the proposal and suggests consideration of the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Authorization to Proceed between First ROW, Inc. and Genoa Charter Township to assist in the acquisition of right-of-way for the Latson Road Interchange project.**

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

Sincerely,

  
Kelly VanMarter  
Planning Director

**AUTHORIZATION TO PROCEED**

First ROW, Inc. is authorized to proceed with the Acquisition Services as outlined in the attached Cost Quotation & Description For Acquisition Services dated 2-2-11 for the "Latson Road Interchange Project."

\_\_\_\_\_  
By: Gary T. McCririe  
Its: Genoa Charter Township Supervisor  
On this date: \_\_\_\_\_

**Genoa Township  
Latson Road Interchange Project  
First ROW, Inc.**

**COST QUOTATION & DESCRIPTION FOR ACQUISITION SERVICES (2-2-11)**

<u>FUNCTION</u>	<u>COST</u>
Acquisition of Permanent Fee: (if a deed is preferred)	\$1,740 per parcel
Acquisition of Permanent Easement: (if preferred to use for highway, local road, drain & utility)	\$1,320 per parcel
Acquisition of Temporary Grading Permit: (i.e. "Consent, Temporary Construction Easement, etc")	\$780 per parcel
Acquisition of Permit to Grade Drive: (where the <u>only</u> property right to be acquired on a parcel is a permit to grade drive)	\$480 per parcel
Recording fees/Transfer taxes: (for permanent acquisitions)	\$??? Per Register of Deeds (pass through cost)
<u>"Out of Scope" work</u> (if needed: i.e. local nursery estimate, public hearings, relocation assistance, variance/setback assistance, orchestration of hiring appraiser(s), court preparation, depositions, testimony)	\$60/hour

**ALL ABOVE PRICES INCLUDE EXPENSES**

**DESCRIPTION OF SERVICES:**

No "add on" charges for recording documents at the Register of Deeds. The actual charges will be a "pass through" cost. This is a service provided by First ROW.

If a parcel requires multiple acquisitions, only one charge is assessed. (i.e. if there is a Temporary Grading Permit along with a Permit To Grade Drive, only one charge for that parcel will be assessed (\$780). If a parcel requires an Easement along with a Temporary Grading Permit & Permit To Grade Drive, only one charge will be assessed (\$1,320.)

If adjacent parcels share the same parties of interest and the acquisitions are the same, First ROW will charge for ONE parcel instead of TWO. (ie: John and Jane Smith own adjacent properties with the same Highest and Best Use, and we are acquiring the identical property rights of two grading permits. First ROW would charge \$780, not \$1,560).

First ROW will perform the real estate functions in accordance with the Uniform Condemnation Procedures Act (Act 87) and any other applicable city, state and federal laws, procedures and regulations.

If the Agency doesn't have their own acquisition forms, we can provide the Agency and/or its attorney with acquisition forms approved for use by MDOT. These may include: Good Faith Offer Letter, Valuation Statement, Permanent Easement, Temporary Grading Permit, Permit to Grade Drive, Relocation Eligibility Notice.

Provide a toll-free number for property owners to contact First ROW (1-800-827-4413).

Project status of the acquisition progress will be provided.

Initial personal contact is made with all property owners unless extenuating circumstances (out of state owner).

Explain project plans and project schedule to property owners. Verify ownership with title commitment.

Minimum of three follow-up contacts with property owners and other interested parties to secure signatures required on documents deemed necessary by the Client to perfect its rights. Other interested parties may include lessees, tenants, holder of dower rights, mortgage companies, etc.

Obtain copies of all documents in recordable form when required to record same, related to divorce, death, leases, etc., necessary to perfect the Client's rights.

Provide a completed parcel package for each acquisition that will include the required signed documents along with a memorandum of negotiations for each, listing the dates of contacts and calls made and a summary of those conversations.

Signed W-9s will be obtained.

Work directly with engineering firm, Agency staff and Agency's attorney (if needed) on questions/concerns related to the proposed right of way.

Whenever possible, share potential efficiencies in the acquisition process with the client.

For those properties that may require an "Administrative Settlement" a letter of justification can be provided.

**NOTES:**

Invoices will be forwarded for payment at the end of the month for completed functions.

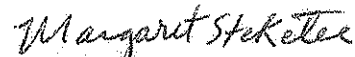
A parcel is considered complete when all necessary signatures have been obtained or when the parcel package is forwarded for further action by the Township and/or its attorney (condemnation).

If a parcel is deleted from the design after the offer has been made, a charge of \$60/hr not to exceed its per parcel price will be assessed.

First ROW, Inc assumes that Title, Legal Descriptions, Sketches, Highway Plans, Appraisals and Appraisal Reviews are being prepared by others.

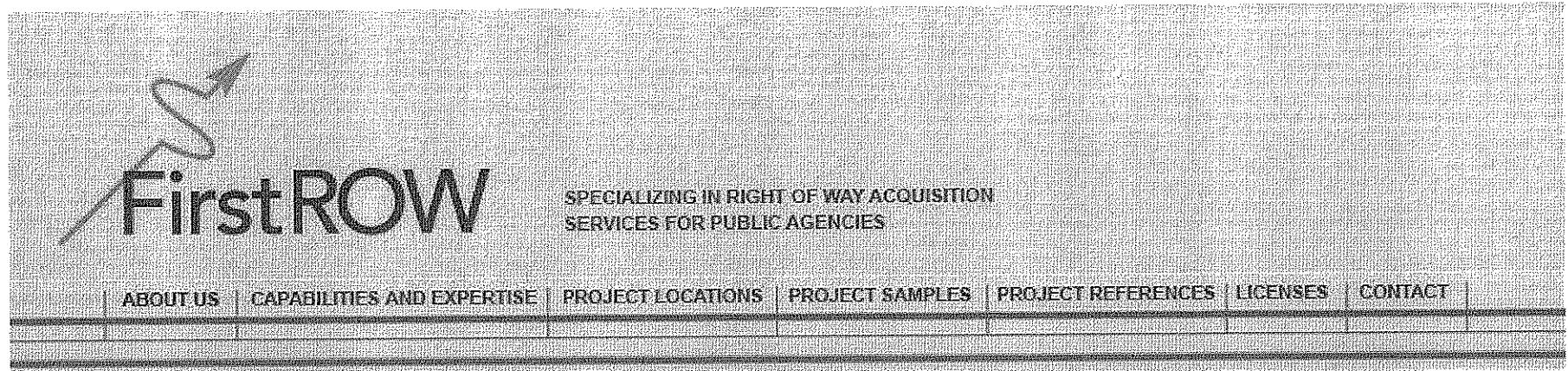
Thank you for this opportunity to submit this proposal.

Kind Regards,



Margaret Steketee  
President, First ROW, Inc.





When First ROW opened in 2002, we began with over fifteen years of experience in right of way issues. Our extensive knowledge of state and federal requirements is matched by our knack for finding cost savings and suggesting other efficiencies that often help secure the right of way ahead of schedule.

Since 2002, we've acquired property rights for state highways, local roads, municipal utilities, sidewalks, bike paths and airports. Our portfolio extends across the state, with projects ranging in size from 1 to 100+ parcels. We'd be happy to extend our skills and experience to you.

First ROW, Inc. provides real estate acquisition services for public agencies, in conjunction with appraisers, attorneys, engineering firms and title companies. We work statewide on projects involving all phases of right of way.

We are on MDOT's approved list of Real Estate Contractors and certified as a DBE in the State of Michigan.

The majority of First ROW projects have involved State and Federal funds.

Real estate functions are performed in accordance with:

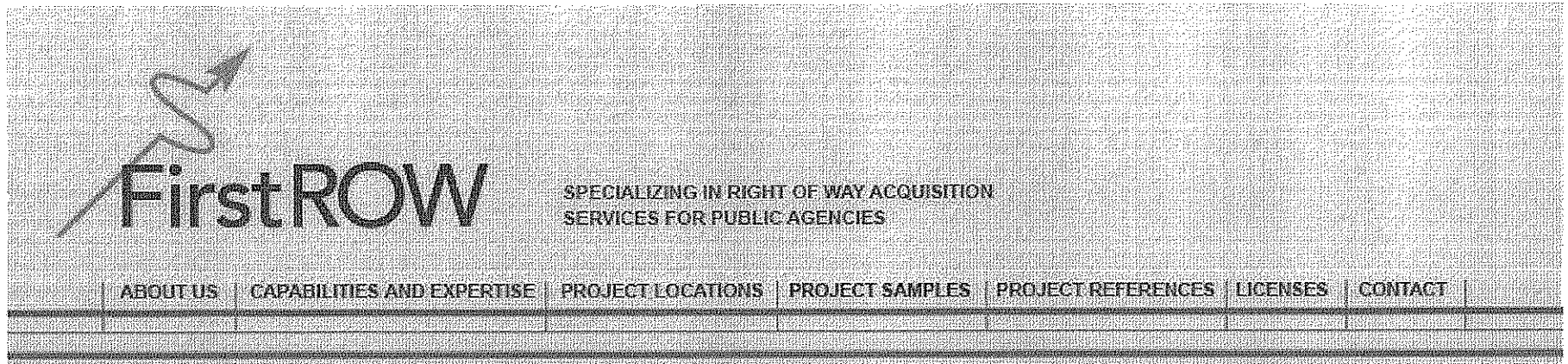
- Uniform Condemnation Procedures Act (Act 87)

**MARGARET STEKETEE**  
President and Owner

Margaret received her Bachelor of Business Administration from the University of Michigan, Ann Arbor. She spent eight years in the private sector, including a role as an on-staff appraiser for First Federal of Michigan, before joining the Michigan Department of Transportation's Real Estate Division in 1988. Her 14 years with MDOT included responsibilities as the Condemnation Unit Supervisor and later culminated as the Project Supervisor of real estate acquisition for M-6/South Beltline, a 20 mile, limited access freeway, near Grand Rapids. Margaret then founded First ROW, which specializes in real estate acquisition services for public agencies. She is licensed in Michigan as a Real Estate Broker and Certified General Appraiser.

Winner of the 1997 MDOT Director's Award.

- 49 CFR Part 24: Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs
- All local, state, and federal laws, procedures, and regulations



**44TH STREET EXPANSION PROJECT (KENT COUNTY ROAD COMMISSION)**

Contract included: preliminary interviews, appraisal contracting, appraisal review, acquisition and relocation services for 35 parcels both residential and commercial with partial and total fee takes. 20 families (tenants and owners) were relocated. Relocation services included preparing the relocation plan and relocation determinations. Market Study provided, along with training of KCRC Real Estate personnel.

**MICHIGAN DEPARTMENT OF TRANSPORTATION & OFFICE OF ATTORNEY GENERAL**

Provided real estate services and trial assistance to the Office of Attorney General for one of the largest condemnation cases on the South Beltline (Maracaibo Shores Subdivision, a case involving restrictive covenants and over 50 property owners).

**FINKBEINER/CRANE ROAD PROJECT (BARRY COUNTY ROAD COMMISSION)**

Acquired over 70 parcels including fee takes, highway easements and temporary grading permits for a road and bridge project. Contract services included acquisition,

**DIVISION AVENUE: BURTON TO ALGER (CITY OF GRAND RAPIDS)**

Acquired 40 sidewalk easements as part of a road reconstruction project in this urban area.

**PITTSFIELD TOWNSHIP GREENWAY PROJECT**

Acquisition of 17 bike path easements.

**OCEANA COUNTY AIRPORT**

Land Consultant for Acquisition Services including title, engineering, acquisition, appraisal, and environmental testing for 7 parcels.

**GRAND HAVEN NORTH END PROJECT**

Provided project management, acquisition and relocation services to the City for 7 total takes of residential and commercial properties both owner and tenant occupied.

**BASELINE ROAD PROJECT (CITY OF SOUTH HAVEN)**

Organized the acquisition process and purchased easements and grading permits for 15 parcels. Project straddled two different counties.

appraisal and appraisal review.

**BRETON ROAD PROJECT (CITY OF GRAND RAPIDS)**

Provided project management for this road widening project. Attended Public Meetings, acquired 7 commercial partial takes and successfully negotiated an easement with CSX Railroad. Preliminary Interviews conducted. Obtained Right of Entries for construction prior to finalizing settlements for permanent easements.

**THE CHARTER TOWNSHIP OF SHELBY**

Acquired approximately 100 water and sewer easements for the Department of Public Works along 21, 22, 23, 24 and 25 Mile Roads. Many of these easements also included sidewalk rights. Assisted with writing RFP for Market Study.

**MACOMB TOWNSHIP WATER AND SEWER DEPARTMENT**

Acquired over 65 utility easements for a variety of different water and sewer projects in this township. Some projects included property rights for pump stations. Market Studies and appraisals performed.

**KNAPP STREET RECONSTRUCTION PROJECT (CITY OF GRAND RAPIDS)**

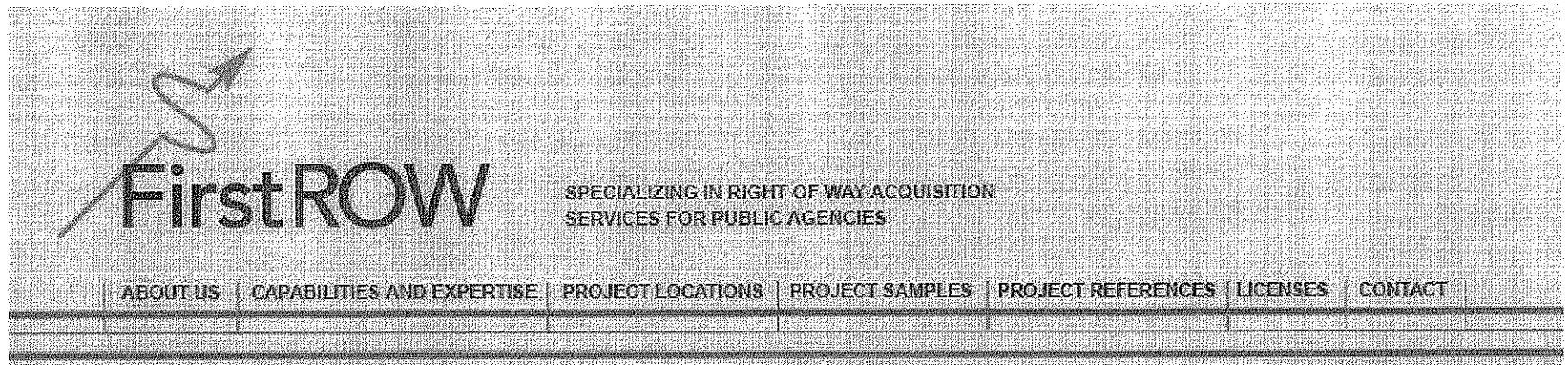
Acquired 25 grading permits and 2 easements.

**PONTIAC TRAIL ROAD IMPROVEMENT PROJECT (LYON TOWNSHIP)**

Acquired 14 temporary grading permits and one permanent easement.

**PADGHAM FIELD (CITY OF ALLEGAN AIRPORT)**

Land Consultant for Acquisition Services including engineering, acquisition and appraisal for 5 parcels which included partial fee takes and avigation easements.



Project references include, but are not limited to:

#### **AGENCIES**

Kent County Road Commission  
City of Grand Haven  
City of Grand Rapids  
Charter Township of Shelby  
Gerald R. Ford Airport  
Lyon Township  
City of Cedar Springs  
Pittsfield Township  
Oceana County Airport  
City of Allegan  
City of Big Rapids  
Michigan Department of Transportation  
Barry County Road Commission  
City of South Haven  
Macomb Township  
New Haven Community Schools  
Kent County Parks Department  
City of Walker

#### **ENGINEERING FIRMS**

Fishbeck Thompson Carr & Huber  
Wade Trim

#### **LAW FIRMS**

Clark Hill  
Law Weathers & Richardson  
Seibert & Dloski  
Gabe, Quinn & Seymour  
Varnum, Riddering, Schmidt & Howlett  
Mika Meyers Beckett & Jones  
Office of Attorney General, MDOT

#### **APPRAISERS**

Fred Philippeau & Associates  
Maturen & Associates  
Sabin Valuation Group  
Genzink Appraisal Co.  
Herb Cusack  
Andy Reed & Associates  
Value Trends, Inc.  
LTM, Inc.  
Northern Michigan Real Estate Consultants

#### **OTHERS**

Meijer

Williams & Works  
Hubbell Roth & Clark  
Wilcox Professional Services  
C2ae  
Spalding DeDecker Associates  
Anderson, Eckstein and Westrick  
OMM  
Prein & Newhof  
Peckham Engineering  
Gourdie-Fraser  
Giffels-Webster  
ROWE, Inc.

Elro Corporation  
Dubois Right-of-Way Acquisition Services

**First ROW, Inc.**  
**Margaret A. Steketee**  
1624 Seminole Rd SE  
East Grand Rapids, MI 49506  
(616) 560-4088 ph (616)452-1608 fax

## WORK EXPERIENCE

### *First ROW, Inc.*

**8/02 – Present Owner/President**

Formed my own company, specializing in real estate acquisition services for public agencies. Real estate services include but are not limited to the following: conducting preliminary interviews, writing appraisal problems, preparing appraisal reports and market studies, reviewing appraisals, acquiring right of way, relocating owners and tenants, relocation plans and overall project management. Contracts have included rural and urban projects throughout Michigan. Acquired over 750 fee takes, permanent easements and temporary grading permits for state highways, local roads, airports, municipal utilities, sidewalks and bike paths. Relocated over 40 families. Testified in Circuit Court and at an Administrative Law Hearing. First ROW, Inc. is certified as a Disadvantaged Business Enterprise (DBE) by the Michigan Department of Transportation in the work classifications of Real Estate Consulting, Acquisition, Relocation and Appraisal.

### *Michigan Department of Transportation – Real Estate Division*

**7/97 – 8/02 Project Supervisor, M-6**

Supervisor of all real estate activities related to the acquisition of property for the M-6/South Beltline project in Kent and Ottawa Counties. The majority of the 800 parcels on this 20 mile project were purchased in one year. Every letting date was met, right-of-way costs were millions below the real estate estimate and the condemnation rate was less than five percent. As a working supervisor, I negotiated the larger business parcels. The staff I supervised numbered from five to eleven along with a multitude of contractors. The M-6 team was responsible for implementing many Departmental innovations including signing and moving incentives for owners, partnering with property owners in selecting an appraiser & master demolition contracts.

**8/92 – 7/97 Condemnation Supervisor**

Responsible for coordinating all condemnation actions with the Office of Attorney General and the Real Estate Division, a program averaging 25 million annually in payout. Directed condemnation staff assignments for over one hundred cases per year. Special projects included: the Department's Act 87 legislative effort, presentations regarding Act 87, facilitated and organized joint litigation/appraisal seminars that were approved by the Appraisal Board for con ed credits, orchestrated new approaches to making Good Faith Offers and implemented a successful litigation team golf outing to promote esprit de corps. Winner of the 1997 MDOT Director's Award.

**8/90 – 8/92 Assistant Condemnation Supervisor**

Coordinated condemnation activities. Liaison between the Real Estate Division and the Office of the Attorney General.

**10/89 – 8/90 Staff Appraiser**

Appraised and reviewed parcels of land for Department purposes. Authored market studies.

**9/88 – 10/89 Acquisition Agent**

Negotiated the purchase of parcels needed for highway projects. Provided relocation services, prepared relocation plans, conducted preliminary interviews and participated in public hearings.

### *First Federal of Michigan*

**5/86 – 9/87 Residential Staff Appraiser, Southeast Michigan**

### *McKinley Properties*

**9/82- 5/86 Resident Manager, Park Place Apartments, Ann Arbor, Michigan**

### *Ingersoll-Rand Company*

**6/80 – 7/82 District Sales Manager, Proto Hand Tool Division, Memphis, Tennessee**

## EDUCATION

**1976 – 1980** University of Michigan – Ann Arbor, Michigan Bachelor of Business Administration 1980  
Various classes through the Appraisal Institute, IRWA, Federal Highways, Civil Service, MDOT, Assessor Board

## PROFESSIONAL LICENSES

Michigan Licensed Real Estate Broker #6501312204 (First ROW, Inc.)  
Michigan Licensed Real Estate Associate Broker #6502138811 (Margaret Ann Steketee)  
Michigan Licensed Certified General Appraiser #1201001439  
Grand Rapids Association of Realtors member  
International Right of Way Association member  
Notary Public

**FIRST ROW, INC.**  
**REFERENCES**

Patrick F. Isom  
Assistant Attorney General in Charge  
Department of Attorney General  
Transportation Division  
P O Box 30212  
Lansing, MI 48909  
(517) 373-1480

Blair Dyer  
Superintendent Manager  
Arenac County Road Commission  
116 Bridge Street  
Omer, MI. 48749  
(989) 653-2411

Myron Frierson  
Director Bureau of Finance & Administration  
Michigan Department of Transportation  
425 W Ottawa Street  
P O Box 30050  
Lansing, MI 48909  
(517) 373-2117

Eric Smith  
Project Delivery Manager  
Michigan Department of Transportation  
7050 West Saginaw, Suite 3  
Lansing, MI 49909  
(517) 373-4143

Jon Rice  
Managing Director  
Kent County Road Commission  
1500 Scribner, NW  
Grand Rapids, MI 49504  
(616) 242-6900

Susan Brockmann  
Clerk  
Township of Bruce  
223 East Gates Street  
Romeo, MI. 48065  
(586) 752-4585

Theodore Schoenherr  
Director of Public Works  
Charter Township of Shelby  
6333 23 Mile Road  
Shelby Township, MI 48316  
(586) 726-7272

Lawrence Dloski  
Seibert and Dloski  
19500 Hall Road, Suite 101  
Clinton Township, MI 48038  
(586) 469-3800

Forest "Chip" Kraus  
Property Specialist  
Airports Division  
Michigan Department of Transportation  
2700 East Airport Service Drive  
Lansing, MI 48906  
(517) 335-9755

Gerry Wangelin  
Superintendent  
Macomb Township Water and Sewer Department  
Macomb, MI 48042  
(586) 598-0687

Scott Smith  
Clark Hill  
200 Ottawa Ave NW, Suite 500  
Grand Rapids, MI 49503  
(616) 608-1109

Kelly Ramirez  
Project Delivery Specialist  
Michigan Department of Transportation  
Lansing, MI 48909  
(517) 373-3568

Christine Barfuss  
City of Grand Rapids  
300 Monroe Avenue NW  
Grand Rapids, MI 49503  
(616) 456-3842

Jim Van Tiflin  
Spalding DeDecker Associates, Inc.  
905 South Boulevard East  
Rochester Hills, MI. 48307  
(248) 844-5400

Peter Kelly  
Oceana County Airport  
1805 Baseline Road  
Shelby, MI 49455  
(231) 742-0210

Robert Buchanan  
Law Weathers & Richardson  
333 Bridge Street NW, Suite 800  
Grand Rapids, MI 49504  
(616) 732-1743

Lyle Winn  
Anderson, Eckstein and Westrick, Inc.  
51201 Schoenherr Road  
Shelby Township, MI 48315  
(586) 726-1234

Matthew Quinn  
Gabe, Quinn & Seymour  
1026 West Eleven Mile Road  
Royal Oak, MI 48067  
(248) 399-9703

Brian Dissette  
City of South Haven  
City Manager  
539 Phoenix Street  
South Haven, MI 49090  
(269) 637-0750

Bradley Lamberg  
Managing Director  
Barry County Road Commission  
1725 W. M-43 Hwy  
Hastings, MI. 49508  
(269) 945-3449



**Jay Charles Du Bois**  
Right of Way Acquisition Specialist  
6132 Balfour, Lansing, Michigan 48911  
Phone: (517) 393-5438

## **WORK EXPERIENCE**

08/1999 to Present d/b/a **DuBois Right of Way Acquisition Services**, Lansing, Michigan

Independent Contractor for the State of Michigan #2000-224 Status: ACTIVE

Independent consultant for all local and state agency's requiring right of way acquisition and relocation services following all state and federal requirements.

Scope of services include but not limited too the following acquisition, title, legal descriptions, relocation services, closings, preliminary interviews, appraisal coordination, condemnation procedures, planning, strategy for right of way activity, training and all related services to the acquisition process.

Worked for Eaton County, Michigan as their real estate person.  
Sumpter Township, Mi Acquisition contact for real estate services  
Macomb County Road Commission contact for real estate services

Subcontracted with **J.C.K. and Associates**, 45650 Grand River Ave., Novi, Michigan 48374: acquired Right-of-Way and provided relocation assistance for the US-131 Cadillac-Manton By-Pass.

Jobs contracted with DuBois Acquisition Services include the following road commissions Eaton, Kalamazoo, Macomb, Van Buren and Tuscola (see below) The following engineering firms also have contracted with DuBois Acquisition Services to negotiate right of way for various clients include DLZ, Inc., URS Corporation, Wade Trim, JCK and Associates, Spalding DeDecker, Hubbell Roth and Clark, and Parsons Brincherhoff.

Margaret Stekete President of **First Row, Inc.**, and DuBois Acquisition Services has teamed up on various projects through numerous engineering firms on the following projects:  
purchased houses and relocated owners and tenants for the Kent County Road Commission;  
Sidewalk easements for Division Street in Grand Rapids. Purchased sewer easements in Shelby and Macomb Townships, Purchased property and relocated tenants for proposed Brownfield re-development for the City of Grand Haven, Michigan;  
Purchased property for the City's of Walker and Grand Rapids, Michigan on M-45, M-11 and Breton Avenue, Hall Street, Fuller Street road projects.  
Purchased houses and relocated tenants as part of a park expansion project for the City of Grand Rapids.

**First Row has also teamed up with DuBois on various projects as needed and listed below.**

**The following is a list of past completed projects for various Clients and engineering firms**

**Eaton County road infrastructure for new GM plant Cretz, Canal, Millet Roads etc**

**Hale Michigan acquired easements for the Michigan Dept of Transportation**

**City of South Haven Acquired road easements for Baseline road**

**City of Grand Rapids Title and legal descriptions and acquisition of Sidewalk easements**

**City of Grand Rapids Wealthy Street sidewalk easements**

**Shelby Township 23 Mile road commercial sewer easements**

**Sumpter Township for JCK Associates Acquiring 30 sewer easements**

**City of Grand Rapids Wealthy Street**

**Metco Engineering Company for Sumpter Township Watermain Easements Baseline Road**

**Hall Street in Grand Rapids**

**Elro Corporation sewer easements 24 Mile Road Macomb Township**

**Metco Services for Sumpter Township Sewer and Watermain projects**

Tuscola County Road Commission (Dodge Road) 30 parcels  
Bike Path Easements for Kent County Parks Department  
JCK and Associates Lyon Township Sewer and Watermain projects  
DLZ 9<sup>th</sup> Street Widening Kalamazoo Road Commission  
URS Corporation 35<sup>th</sup> Street Kalamazoo Road Commission  
City of Grand Rapids Knapp Street  
City of Grand Rapids Middlebough Drain  
Tuscola County Road Commission East Dayton Road Project relocation  
URS Corporation Mosel Street  
Metco Seviles Rawsonville Road, Clay Road, Elwell Road Water main and sewer projects  
Barry County Road Commission Finkbeiner Road  
DLZ Casino Road Improvements Battle Creek  
Lyon Township Pontiac Trail Improvements

Presently working on the following projects

Macomb County Road Commission Various Projects as needed  
Sumpter Township Metco Services Various Projects  
New Haven Schools Water main Project Spalding Decker  
Sewer and Drain Surveys City of Grand Rapids Hubbell, Roth and Clark Engineering  
DLZ Engineering Federal Transit Authority Acquiring Property for new Bus Station

10/1998 to 08/1999 Commonwealth Associates, Incorporated., P.O. Box 1124, Jackson,  
Michigan 49204-1124

Served as Project Manager in Grand Rapids, Michigan. Acquired 110 Manufactured Homes and relocated owners. This included the supervision and training of three office personnel.  
Acquired several parcels for the Lenawee County Airport  
Acquisition and Relocation for the Lapeer County Road Commission

12/1966 To 03/1997 Michigan Department of Transportation

Thirty years with the Michigan Department of Transportation with experience in all aspects of Right-of-Way acquisition including negotiation, title work, surveys, relocation, legal description preparation, and relocation assistance. Also experience in property disposal. Special Acquisition Billboards and contaminated Silos. Special relocation assignment Mini-Storage business relocating tenants and owners personal property.

**EDUCATION**

Real Estate Institute I and II, Real Estate Law, Civil Rights, Broker Preparation at the Holloway Real Estate Institute.  
Real Estate Appraisal I, Society of Real Estate Appraisal, Principals of Right of Way Engineering, Acquisition, Appraisal, and Real Estate Law by the International Right of Way Association.  
Expert Witness Class

**PROFESSIONAL LICENSES**

Michigan Brokers License #6501263833 Status: ACTIVE

Samples of previous Acquisition packages available upon request as well as a complete list of references

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Roger Marks Engineer C2AE Engineering (616) 454-9414

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Heather Smith Barry County Road Commission Engineer (269) 945-3449

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DLZ Michigan Inc., Contact Persons: John Salman, Project Manager Lansing, Michigan (517)  
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Ben Alieo Attorney for Macomb County Road Commission (586) 783-3300)

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Andrew Reed Independent Appraiser (248) 547-4350

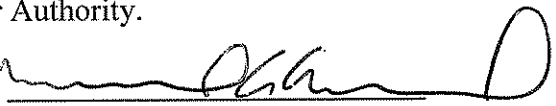
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# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** February 17, 2011  
**RE:** Master Operating Agreement for the Marion, Howell, Oceola, and Genoa Sewer and Water Authority.

**MANAGER REVIEW:** 

.....

The Marion, Howell, Oceola, and Genoa (MHOG) Sewer and Water Authority formed in 1998 to provide a quality water system for the residents and businesses in the four townships surrounding the City of Howell. Since that time, the system has expanded significantly and now serves approximately 15,000 residents. This expansion has stressed the ability of the MHOG distribution system to meet customer demands. As the MHOG Authority researched financing system wide improvements, we became aware that the original documents from the late 1990s did not accurately define the manner in which MHOG operates. In addition, the original documents did not fully protect the Authority, its constituent municipalities, and most importantly the residents served by the system. As a result, it became necessary to develop an agreement that; solidified MHOG as an Authority, improved the MHOG bond rating to finance future improvements, and to document the future operational responsibilities of MHOG.

As a result, we have been working with the MHOG Water Authority and representatives from each Township to develop a Master Operating Agreement (MOA) for MHOG to accomplish the above referenced goals. We are pleased to report that the MHOG Authority approved the MOA at their January 19, 2011, Board Meeting for distribution to the participating Townships. This approval culminated over 8-months of work between MHOG and their Township representatives. The next step is for each Township to adopt the MOA and terminate the prior agreements. Therefore, we have attached the following documents for your consideration at an upcoming Township Board Meeting:

**Attachment 1-** E-mail Correspondence from the Genoa Township Legal Counsel stating they have reviewed and approve the Agreement

**Attachment 2 –** Resolution Approving the Master Operating Agreement and Approving the Water System and Terminating Certain Prior Agreements

**Attachment 3** – Agreement Terminating Prior Agreements

**Attachment 4** – MHOG Master Operating Agreement dated February 1, 2011 (*Exhibits excluded due to volume*)

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Resolution Approving the Master Operating Agreement and Approving the Water System and Terminating Certain Prior Agreements and the Agreement Terminating Prior Agreements.

## Greg Tatara

---

**From:** Frank Mancuso <fmancuso@voyager.net>  
**Sent:** Thursday, February 17, 2011 10:50 AM  
**To:** Greg Tatara  
**Cc:** GaryM; Mike Archinal  
**Subject:** Utility Services Agt & MHOG Master Operating Agt

Greg:

As you know, I have reviewed and approved the modified Utility Services Agt. You asked today about changing “thirty (30) days” in Section 8.2 – Additional Remedies and Arbitration, to “sixty (60) days”. The feeling of the board was that 60 days will be a more workable timeframe. I have no objection to this change.

Secondly, I have reviewed the MHOG Master Operating Agreement and approve the Agreement and its Exhibits as written.

If you have any questions, please let me know.

Thank you,

Frank J. Mancuso, Jr.  
Mancuso & Cameron, P.C.  
317 W. Main Street  
Brighton, MI 48116  
Ph: (810) 229-6167  
Fax: (810) 229-0250

**CONFIDENTIALITY NOTICE: This electronic message and all of its contents contain information from the law firm of Mancuso & Cameron, P.C. which may be privileged, confidential or otherwise protected from disclosure. The information is intended to be for the addressee(s) only. If you are not an addressee, any disclosure, copying, distribution or use of the contents of this message, or any portion thereof, is strictly prohibited. If you have received this electronic message in error, please notify us immediately at (810) 229-6167 and destroy the original message and all copies.**



TOWNSHIP OF \_\_\_\_\_

At a meeting of the Township Board (the "Township Board") of the Township of \_\_\_\_\_ (the "Township") held at the Township Hall on \_\_\_\_\_, 2011 at \_\_\_\_\_ p.m. local time, there were:

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**Resolution Approving the Master Operating Agreement and Approving the Water System and Terminating Certain Prior Agreements**

WHEREAS, Marion Township, Howell Township, Oceola Township and Genoa Charter Township (the "Constituent Municipalities") are members of the Marion, Howell, Oceola and Genoa Sewer and Water Authority (the "Authority");

WHEREAS, the Township Board has reviewed the proposed Water System Master Operating Agreement (the "Master Operating Agreement"), a copy of which is attached as Exhibit A;

WHEREAS, the Township Board desires to approve the Master Operating Agreement; and

WHEREAS, the Township Board acknowledges and agrees that Section 11.3(d) of the Master Operating Agreement provides that it may be modified, amended and supplemented from time to time in the future by a majority vote of the Board of the Authority, except that Section 11.3(d) requires the unanimous vote of all of the members of the Board of the Authority that are present at a meeting to amend certain specified sections of the Master Operating Agreement;

NOW, THEREFORE, IT IS RESOLVED that:

1. Approval of Master Operating Agreement. The Township Board hereby approves the Master Operating Agreement and approves the Authority entering into the Master Operating Agreement.
2. Resolution to Constitute Evidence of Approval. Any Township Officer is authorized to provide a copy of this Resolution to the Authority as evidence that the Master Operating Agreement has been approved by the Township Board.
3. Approval of the Water System. The Township Board hereby confirms that the Township has approved and agreed to the operation and maintenance of the System (as defined in the Master Operating Agreement) under and pursuant to 1955 Public Act 233 and approved the designation of "MHOG Water System" as the name of the System. Additionally, the

Township Board hereby confirms that the Township has consented and agreed to the establishment and location of the System within its municipal boundaries in accordance with the terms of the Master Operating Agreement and in compliance with Section 29, Article VII, Michigan Constitution of 1963. Furthermore, the Authority shall be the exclusive provider of municipal water service to the properties in the Township that are served by the System, as the System may be modified from time to time as provided for in the Master Operating Agreement.

4. Termination of Prior Agreements. The Constituent Municipalities and the Authority have previously entered into certain agreements that are being terminated in connection with the adoption of the Master Operating Agreement. Attached as Exhibit B is the Agreement Terminating the Prior Agreements and attached as Schedule 1 to Exhibit B is a list of the Prior Agreements that are being terminated. The Township Board hereby authorizes each Township Officer to enter into the Agreement Terminating the Prior Agreements, the form of which is attached as Exhibit B.

5. Additional Steps to Effectuate the Purpose of this Resolution. The Township Board authorizes any officer of the Township to take all necessary steps required to effectuate the purposes of this resolution.

A vote on the foregoing resolution was taken and was as follows:

Yes: \_\_\_\_\_

No: \_\_\_\_\_

#### Clerk's Certificate

The undersigned, being the duly qualified and acting Clerk of the above-referenced Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting at which a quorum was present and remained throughout, (2) the original thereof is on file in the records of the Township, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Township Clerk

---

Exhibit A

Water System Master Operating Agreement

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Exhibit B

Agreement Terminating the Prior Agreements

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## AGREEMENT TERMINATING PRIOR AGREEMENTS

THIS AGREEMENT TERMINATING PRIOR AGREEMENTS (the "Agreement") is made as of \_\_\_\_\_, 2011 by and between the Marion, Howell, Oceola and Genoa Sewer and Water Authority (the "Authority"), Marion Township, Howell Township, Oceola Township and Genoa Charter Township (the "Constituent Municipalities").

WHEREAS, the Authority and the Constituent Municipalities have approved the Water System Master Operating Agreement dated as of February 1, 2011 (the "Master Operating Agreement") to govern the operation of the System (as defined in the Master Agreement);

WHEREAS, the Authority and the Constituent Municipalities have previously entered into the agreements described on Schedule 1 (the "Prior Agreements") with respect to the System; and

WHEREAS, the Authority and the Constituent Municipalities desire to terminate the Prior Agreements;

NOW THEREFORE, in consideration of the obligations of the parties set forth in this Agreement, and other valuable consideration the receipt of which is hereby acknowledged, it is hereby agreed as follows:

**Section 1. Termination of Prior Agreements.** Each of the Prior Agreements described on Schedule 1 shall be terminated as of the date hereof and each of the Prior Agreements shall no longer have any force or effect.

**Section 2. General Terms.**

a. Governing Law. This Agreement shall be deemed to have been executed in, and all rights and obligations hereunder shall be governed by, the laws of the State of Michigan.

b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

**MARION, HOWELL, OCEOLA AND GENOA  
SEWER AND WATER AUTHORITY**

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

Its: Chairman

**MARION TOWNSHIP**

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

Its: Supervisor

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

Its: Clerk

**HOWELL TOWNSHIP**

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

Its: Supervisor

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

Its: Clerk

**OCEOLA TOWNSHIP**

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

Its: Supervisor

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

Its: Clerk

**GENOA TOWNSHIP**

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

Its: Supervisor

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

Its: Clerk

---

Schedule 1

List of the Prior Agreements

---

The Authority and the Constituent Municipalities have previously entered into the following agreements, which are collectively referred to as the "Prior Agreements":

- Common Elements Agreement dated November 1, 1996 among the Authority, Genoa Township, Howell Township, Marion Township and Oceola Township;
- First Expansion to the Joint Water Treatment Plant dated December 1, 1999 among the Authority, Genoa Township, Howell Township, Marion Township and Oceola Township;
- Operation and Maintenance Service Contract for Howell Township previously entered into between the Authority and Howell Township;
- Operation and Maintenance Service Contract for Genoa Township previously entered into between the Authority and Genoa Township;
- Operation and Maintenance Service Contract for Marion Township previously entered into between the Authority and Marion Township; and
- Operation and Maintenance Service Contract for Oceola Township previously entered into between the Authority and Oceola Township.

**Water System Master Operating Agreement**  
**for the**  
**Marion, Howell, Ocala and Genoa**  
**Sewer and Water Authority**

**Dated as of February 1, 2011**



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**WATER SYSTEM MASTER OPERATING AGREEMENT**

THIS WATER SYSTEM MASTER OPERATING AGREEMENT (the “Agreement”) is dated as of February 1, 2011, and is adopted by the Board of Commissioners (the “Board”) of the MARION, HOWELL, OCEOLA AND GENOA SEWER AND WATER AUTHORITY (the “Authority”).

WHEREAS, Marion Township, Howell Township, Oceola Township and Genoa Charter Township (all of which are located in Livingston County) (the “Townships”) have organized the Authority pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended (“Act 233”) for the purpose, among other things, of acquiring, owning, managing and operating a water supply system; and

WHEREAS, the Townships have concluded that the operation of a water supply system is needed to promote and improve the health and welfare of the residents of the Townships, and that such water supply system can most economically and efficiently be operated and maintained by the Authority pursuant to the provisions of Act 233; and

WHEREAS, the Authority is currently operating the series of lines, mains, pipes, valves, storage tanks, storage facilities, wells, water production and treatment facilities, and related appurtenances for its water system, as further described in Schedule 1.0(a), and as such elements may be modified or expanded in the future in accordance with the terms of this Agreement (collectively, the “System”); and

WHEREAS, this Agreement will govern the operation of the System; and

WHEREAS, the Township Boards of each of the Townships (i) have approved by resolution the adoption of this Agreement by the Board of the Authority, (ii) have agreed that this Agreement may be modified, amended and supplemented from time to time in the future by

the Board of the Authority, provided that no modifications can be made to this Agreement that would alter the rights or responsibilities of the Townships set forth in the Amended and Restated Articles of Incorporation of the Authority (a copy of which is attached as Scheduled 1.0(b)) without a corresponding change to the Amended and Restated Articles of Incorporation of the Authority, and (iii) have terminated, as of the date hereof, the Prior Agreements (as defined in this Agreement) between the Authority and each Township.

NOW, THEREFORE, in consideration of the premises and in order to provide for the operation and maintenance of the System and for other related matters, the Authority and the Townships agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Definitions.** Capitalized terms used throughout this Agreement shall have the meanings assigned to such terms in the Sections identified below:

<u>Definition</u>	<u>Section</u>
Act 233	Introductory Paragraphs
Agreement	Introductory Paragraphs
Allocated Share	Section 7.1
Authority Director	Section 5.8
Authority Engineer	Section 5.8
Authority Improvement	Section 4.1.1
Authority	Introductory Paragraphs
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System	Introductory Paragraphs
Townships	Introductory Paragraphs
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Users of the System	Section 5.1

**Section 1.2 Rules of Construction.** The following provisions shall be applied where appropriate in this Agreement: (a) all definitions set forth herein shall be deemed applicable whether the words defined are used in the singular or the plural; (b) wherever used in this Agreement, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders; (c) “herein”, “hereby”, “hereunder”, “hereof” and other equivalent words shall refer to this Agreement in its entirety and not solely to the particular portion of this Agreement in which any such word is used; (d) any references to a particular Section, Article, Exhibit or Schedule means a Section or Article of, or an Exhibit or Schedule to, this Agreement

unless another agreement is specified; and (e) the Exhibits and Schedules attached hereto are incorporated herein by reference and shall be considered part of this Agreement.

**ARTICLE II**  
**TERMINATION OF PRIOR AGREEMENTS**

**Section 2.1 Identification of Prior Agreements.** The Townships and the Authority have previously entered into the following agreements, which are collectively referred to as the “Prior Agreements”:

- Common Elements Agreement dated November 1, 1996 among the Authority, Genoa Township, Howell Township, Marion Township and Oceola Township;
- First Expansion to the Joint Water Treatment Plant dated December 1, 1999 among the Authority, Genoa Township, Howell Township, Marion Township and Oceola Township;
- Operation and Maintenance Service Contract for Howell Township previously entered into between the Authority and Howell Township;
- Operation and Maintenance Service Contract for Genoa Township previously entered into between the Authority and Genoa Township;
- Operation and Maintenance Service Contract for Marion Township previously entered into between the Authority and Marion Township; and
- Operation and Maintenance Service Contract for Oceola Township previously entered into between the Authority and Oceola Township.

**Section 2.2 Termination of Prior Agreements by the Townships and the Authority.** The Townships have adopted the resolutions attached as Schedule 2.2(a) which

authorize the termination of the Prior Agreements, and the Prior Agreements have been terminated pursuant to the Agreement Terminating Prior Agreements, a copy of which is attached as Schedule 2.2(b).

**Section 2.3 Continuing Agreements.** The following agreement has previously been executed by the Authority and Marion Township (a copy of which is attached as Schedule 2.3) and such agreement will remain in full force and effect in accordance with its terms:

- Agreement Regarding Water System Improvements and Reimbursement of Construction Costs (Peavy Road) dated March 22, 2007 between the Authority and Marion Township.

### **ARTICLE III THE SYSTEM**

**Section 3.1 Approval of System.** Pursuant to the Resolutions attached as Schedule 3.1, the Townships have approved the execution of this Agreement by the Authority and have approved and agreed to the operation and maintenance of the System under and pursuant to Act 233 and approved the designation of "MHOG Water System" as the name of the System. Pursuant to the Resolutions attached as Schedule 3.1, the Townships, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, have consented and agreed to the establishment and location of the System within their corporate boundaries in accordance with the terms of this Agreement and have agreed to allow the Authority to be the exclusive provider of municipal water service to the properties in each Township that are served by the System, as the System may be modified from time to time as provided for in this Agreement. Furthermore, the Townships have agreed that they will assist the Authority in



obtaining all easements, licenses, rights-of-way and/or title to property necessary for the operation of the System.

**Section 3.2 Ownership of the System.** The System and the System's Assets, including all local distribution lines used to distribute water to customers of the System, shall be owned as follows:

**3.2.1. Common Elements.** "Common Elements" shall be defined as elements of the System for which two or more Townships obtain a benefit of improved water production, storage, pressure, or transmission as a result of the element, and such Common Elements are further identified on the map attached as Schedule 1.0(a). All transmissions lines, booster stations, and water towers of the System shall be classified as Common Elements. All Common Elements of the System shall be owned by the Authority.

**3.2.2. Local Distribution Elements.** "Local Distribution Elements" shall be defined as elements of the System that are not common elements and that specifically benefit one of the Townships, and such elements can be serviced by the System's existing Common Elements without impacting the distribution of water to the other Townships, and further such elements do not serve as transmission lines for the Authority's System as a whole, and such Local Distribution Elements are further identified on the map attached as Schedule 1.0(a). The Local Distribution Elements of the System shall be owned by the Authority, except that the Local Distribution Elements of the System located in Howell Township (which Local Distribution Elements are identified on Schedule 1.0(a)) shall be owned by Howell Township and Howell Township has entered into a Lease and License

Agreement (the form of which is attached as Schedule 3.2.3) allowing the Authority the right to use such Local Distribution Elements.

**Section 3.3 Maintenance, Repair and Replacement of Common Elements and Local Distribution Elements.**

**3.3.1. Common Elements.** The Authority shall be responsible for the maintenance, repair and replacement of Common Elements, and the costs of such maintenance, repair and replacement shall be paid by the Authority.

**3.3.2. Local Distribution Elements.** Except for the Local Distribution Elements located in Howell Township, the Authority shall be responsible for the maintenance, repair and replacement of Local Distribution Elements, and the costs of such maintenance, repair and replacement shall be paid for by the Authority. With respect to the Local Distribution Elements located in Howell Township, the maintenance, repair and replacement of such elements shall be governed by the Lease and License Agreement between the Authority and Howell Township, a copy of which is attached as Schedule 3.2.3.

**Section 3.4 Easements for the Operation of the System.** Each Township will use its best efforts to obtain easements for the benefit of the Authority that may be necessary for the current operation of the System within the municipal boundaries of such Township. Furthermore, in connection with any expansion of the System, each Township will use its best efforts to obtain easements for the benefit of the Authority that may be necessary for the expansion of the System within the municipal boundaries of such Township.

**Section 3.5 Transfer and Assignment Documents for Existing Easements.** To the extent that easements have previously been granted to a Township for the location or operation

of the System within the municipal boundaries of such Township, then the respective Township agrees to execute an Assignment of Easement for the benefit of the Authority in substantially the form attached as Schedule 3.5.

**Section 3.6 Transfer and Assignment Documents for Existing Real Estate and Related Assets.** To the extent that any parcels of the real estate and related assets that constitute the System are owned by a Township, then to the extent practicable the Township shall convey such real estate and related assets to the Authority with a quit claim deed and bill of sale the form of which shall be acceptable to the Township and the Authority. Notwithstanding the foregoing, (i) the Local Distribution Elements located in Howell Township shall be owned by Howell Township as described in Section 3.2.3, and (ii) if a Township has issued bonds or other indebtedness to finance such real estate and related assets, and the terms of such bonds or other indebtedness require the Township to retain title to such real estate or assets until the bonds are paid, then in such event the Township may retain title to such real estate or assets until the bonds are paid. Following the payment of such bonds, the real estate and assets shall be conveyed to the Authority as described above.

**Section 3.7 Insurance.** The Authority shall obtain property and liability insurance for the System and the assets of the System with coverage amounts and deductibles that are customarily obtained by municipalities for similar water systems.

## ARTICLE IV

### IMPROVEMENTS TO AND SUBSTANTIAL ADDITIONAL USAGE OF THE SYSTEM

#### **Section 4.1 Process for Determining and Approving Improvements to and Substantial Additional Usage of the System.**

**4.1.1. Types of Improvements.** The System will require improvements for the purpose of improving production, transmission, storage, pressure, and localized distribution. Improvements can be initiated by the Board of the Authority or by a petitioner. The Board of the Authority shall not authorize improvements without the written approval of the Township in which the improvement will be constructed. Improvements shall be classified either as an Authority initiated improvement (an "Authority Improvement") or a petitioner initiated improvement (a "Petitioned Improvement").

**4.1.2. Substantial Additional Usage of the System.** To the extent that a new user, or a group of contiguous new users, would have a usage equal to or in excess of 100 REUs, then the such new use shall constitute a "Substantial Additional Usage". Furthermore, to the extent that an existing user changes its use in such a manner that the user will be using 100 or more REUs, then such change in use shall constitute a Substantial Additional Usage.

**Section 4.2 Approval of Improvements to or Substantial Additional Usage of the System.** Improvements to and Substantial Additional Usage of the System shall be subject to prior review and approval by the Board of the Authority following the procedures described below.

**4.2.1. Impact Determination.** Upon development of preliminary plans for an Authority Improvement, a Petitioned Improvement or a Substantial Additional Usage to the System, the plans shall be reviewed by the Authority for determination of the impact to the System. The plans will be reviewed to determine if the improvement or usage will negatively impact the Authority's distribution system or plant. The Authority will complete its review within 60 days of the plans being submitted, unless the plans are exceedingly complex in which case the Authority may request an extension of the 60 day deadline. The impact determination may require upsizing or other improvements beyond the extent of the proposed improvement or usage to ensure there is no detrimental impact to the distribution system or plant. The cost of performing the impact determination for a Petitioned Improvement or proposed Substantial Additional Usage of the System shall be paid by the party requesting the proposed improvement or usage. Proposed improvements or proposed Substantial Additional Usages will have three possible impact determinations:

a. **No Impact.** If an improvement or usage is determined to be serviceable within the framework of the existing System, the Authority shall provide written documentation of the findings of the impact determination authorizing the improvement to proceed to construction plan development or authorizing the usage.

b. **Impact Requiring Secondary Improvements.** If a proposed improvement or usage is determined by the Authority to require additional improvements to the System (a "Secondary Improvement") as a result of the proposed improvement or usage, a description of such Secondary Improvements shall be provided in writing by the Authority to the petitioner. For improvements or usage requiring upsizing, the Authority

shall agree to pay the upsizing cost for the improvement or usage, if the Authority requires the upsizing to be completed. The Authority will only pay for upsizing of new pipes, and will not pay to upsize existing distribution or transmission lines. For improvements or usage that require additional Secondary Improvements other than upsizing, the party requesting the improvement or usage shall be responsible for developing a plan to implement those improvements, including development of a plan acceptable to the Authority to pay for or finance the respective Secondary Improvements.

c. Unacceptable Improvement. If an improvement or usage is proposed which is determined by the Authority to have a materially adverse affect on the existing System, and for which no agreement can be reached with the party requesting the improvement or usage to provide a means for Secondary Improvements, the Authority shall reject the proposed improvement to the System or proposed Substantial Additional Usage of the System as being unacceptable.

**4.2.2. Dispute Resolutions.** In the event that a petitioner disagrees with the Authority's impact classification of a Petitioned Improvement or Substantial Additional Usage, the petitioner may request that the Authority appoint a third party engineer to review the Petitioned Improvement or Substantial Additional Usage and provide an independent opinion regarding the impact classification of the Petitioned Improvement or Substantial Additional Usage. The costs of such third party engineer shall be paid by the petitioner in advance. The opinion provided by the third party engineer to the Authority shall be advisory in nature and the Authority shall have the final authority for determining the impact classification of a Petitioned Improvement or Substantial Additional Usage. Any such request for a third party engineer review must be made by

the petitioner within 30 days of the Authority's release of the impact classification. The third party engineer's opinion shall be completed within 60 days of the request by the petitioner, unless the plans are exceedingly complex in which case the third party engineer may request an extension of the 60 day deadline.

**4.2.3. Construction Plan Review.** Following the impact determination, all construction plans shall be reviewed by the Authority for conformance to the MHOG Water Design Standards. The Authority shall submit all Part 399 Permit Applications to the State of Michigan for approval. The cost of performing the construction plan review shall be paid by the petitioner of the improvement.

**Section 4.3 Financing of Improvements to the System.** The Authority shall not be obligated to proceed with a proposed improvement unless there is an agreement for financing of the improvement that is acceptable to the Board of the Authority. Approved methods of financing are as follows.

**4.3.1. Financing of Authority Improvements.** All Authority Improvements shall be paid by the Authority with traditional financing methods, such as funds on hand by the Authority, or financed by the Authority issuing revenue bonds, special assessment bonds, or bonds of the Authority secured by the full faith and credit contractual pledges from the Townships, or cash contributions from the Township. In no event shall a Township be required to pay for the cost of an improvement unless the Township Board of such Township has entered into a written agreement with the Authority regarding such payment.

**4.3.2. Financing of Petitioned Improvements.** All Petitioned Improvements shall be paid by the respective Township or by the respective developer requesting the

improvement, including, but not limited to available funds on hand, proceeds of Township-issued bonds, notes, or other debt obligations.

**4.3.3. Financing of Secondary Improvements.** All Secondary Improvements shall be paid by the petitioner requesting the improvement or Substantial Additional Usage, except that any upsizing of such Secondary Improvement may be paid by the Authority with one of the methods of financing set forth in Section 4.3.1.

**Section 4.4 Design Requirements for Improvements to the System.** All improvements shall comply with the then current version of the MHOG Water Design Standards as approved by the Board of the Authority (the “MHOG Water Design Standards”). In the event that improvements are proposed that do not comply with the then current version of the MHOG Water Design Standards, the Board of the Authority, after considering the recommendations of the Authority Engineer, may provide a written waiver to the MHOG Water Design Standards. Such waiver shall become part of the MHOG Water Design Standards through a written amendment.

**Section 4.5 Construction of Improvements to the System.** Authority Improvements shall be constructed under the direction of the Authority. Petitioned Improvements must have the plans and specifications approved by the Authority, and the Authority shall perform inspections of such improvements during construction and prior to the finalization and acceptance of operational responsibility for such improvements. The cost for the review of the plans and the cost for the inspections shall be paid by the petitioner. In the case where the petitioner is a Township, the improvement may be constructed under the direction of the Authority, or if so determined by the Authority, then under the direction of the Township. If the Township constructs the improvements, then the Authority shall perform inspections of such



improvements prior to the finalization and acceptance of operational responsibility for such improvements.

**Section 4.6 Acceptance of Improvements to the System.** The Authority's consulting engineer shall notify the Authority Director when a project is ready for acceptance. Upon notification, the Authority shall perform an inspection of the project, including operation of valves, hydrants, and any other associated equipment. Upon completion and rectification of all irregularities identified by the Authority's personnel, the Authority Director shall provide notification to the Board of the Authority and the petitioner that the project has been accepted.

**Section 4.7 Individual Connections.** From time to time, individual properties without water service may seek connection to existing water mains in the System. These connections shall be performed and inspected by the Authority after the Authority receives notification from the Township that the property owner seeking connection has paid the appropriate tap and meter fees. The fees and expenses incurred by the Authority in connection with the new service shall be paid by the respective Township to the Authority (with the Township collecting its applicable tap fee from the property owner) unless an existing service was damaged or removed by the Authority or actions of the Authority, in which case the cost of installation of a new service shall be borne by the Authority. Connection of an individual property with a service lead shall not require a plan review or an impact determination unless such connection amounts to a Substantial Additional Usage as defined in Section 4.1.2. Provided that the property proposed to be connected to the System can be served by the System, as determined by the Authority in its sole discretion, and provided that the Township in which the property is located approves the connection of such property to the System, the Authority shall construct a service lead from the water main to the edge of easement, right-of-way, or

property line of the affected parcel, and the connection from the terminus of the service lead to the building shall be the responsibility of the property owner.

**Section 4.8 Ownership of Improvements to the System.**

**4.8.1. Authority Improvements.** Authority Improvements shall be owned by the Authority.

**4.8.2. Petitioned Improvements.** Any improvements constructed by a petitioner must be conveyed to the Authority following the completion of the construction of any improvement, and approval by the Authority's Engineer of the improvement, except that (i) any such Petitioned Improvements that consist of Local Distribution Elements that are located in Howell Township shall be owned by Howell Township and shall be subject to the Lease and License Agreement described in Section 3.2.3, and (ii) if a Township has issued bonds or other indebtedness to finance such Petitioned Improvements, and the terms of such bonds or other indebtedness require the Township to retain title to such Petitioned Improvements until the bonds are paid, then in such event the Township may retain title to such Petitioned Improvements until the bonds are paid, after which time such improvements shall be conveyed to the Authority.

**ARTICLE V**

**OPERATION OF THE SYSTEM**

**Section 5.1 Operation of the System.** The Authority hereby agrees to operate, maintain, and administer the System as provided herein and under Act 233. The Authority intends that the customers receiving water from the System, the parties receiving automatic fire suppression system service from the System and the other parties benefitting from the System

(the “Users of the System” or the “Users”) shall be responsible for paying all the costs of the operation, maintenance, and administration of the System through the Authority. The Townships acknowledge that the Authority may contract with third parties to provide for the operation, maintenance and administration of the System.

**Section 5.2 Costs and Expenses.** The parties agree that the Users of the System shall pay for the Authority’s annual operating and maintenance costs.

**Section 5.3 Ordinances for Use of the System.** Each Township has previously adopted a water use ordinance that governs the use of the System by the Users of the System that are located in the respective Township, as described on Schedule 5.3. Additionally, to the extent that the Authority requests that the Townships adopt modifications to such water rate ordinances in the future, each Township Board shall be requested to approve the modifications by the Board of the Authority.

**Section 5.4 Independent Auditor.** The Authority agrees to hire an independent CPA for the purpose of conducting an annual audit of the financial records of the Authority and reviewing the Authority’s rates, charges and reserve funds. The Authority will consider recommendations provided by the CPA regarding rates, charges and reserve funds.

**Section 5.5 Books and Records.** The Authority will cause to be maintained books and records of the System in accordance with the provisions of Act 2, Michigan Public Acts of 1968, as amended.

**Section 5.6 Reserves at the Authority for Operation, Maintenance and Capital Improvements.** The Authority shall maintain the following accounts and funds which can be used as specified below for the corresponding account or fund, and the Authority may create other accounts and funds from time to time. The Board of the Authority is expressly authorized

to borrow and lend between funds, and the repayment terms and interest rates on such borrowings shall be determined by the Authority Board.

a. Operating Savings Account – The Operating Savings Account shall be maintained to receive deposits from billings. Periodic transfers are made from this fund to the O&M Checking Fund to cover expenses approved monthly by the MHOG Board. Transfers from the savings account can also be made to each of the reserve funds as approved by the Board of the Authority.

b. Capital Reserve Fund – The Capital Reserve Fund is a dedicated reserve account for replacement of failed physical or mechanical parts needed for operation of the System. The capital reserve fund receives annual transfers from operating savings, as a budgeted line item, based on an asset management study of anticipated useful life of the System's equipment.

c. Capital Improvement Fund – The Capital Improvement Fund is a dedicated reserve account for new improvements or upgrades to the System.

d. Expansion Fund – The Expansion Fund is maintained to fund construction projects related to the expansion of the System. Transfers of funds to the Expansion Fund can be made from any of the reserve funds, or from proceeds of bond issues, or from township contributions.

e. Debt Service Fund – The Debt Service Fund is dedicated to pay debt service. Transfers to the Debt Service Fund can be made from the O&M Fund, Capital Improvement Fund, or Capital Reserve Fund. The Debt Service Fund shall maintain a sufficient balance to make timely debt service payments on their scheduled due dates.

**Section 5.7 Investment Policy.** The Board of the Authority has previously adopted an investment policy for the funds of the Authority, and a copy of such investment policy is attached as Schedule 5.7.

**Section 5.8 Staff.** The Authority may maintain an Authority Director (the “Authority Director”) and an Authority Engineer (the “Authority Engineer”), retained either as employees of the Authority or as third party contractors. Current contracts and duties of the Authority Director and Authority Engineer are set forth in Schedule 5.8.

**Section 5.9 Consulting Engineer.** MHOG may maintain a consulting engineer (the “Consulting Engineer”). The consulting engineer shall perform such duties and responsibilities as are directed from time to time by the Board of the Authority, the Authority Director, or the Authority Engineer. The consulting engineer must have the following capabilities to serve as the consulting engineer:

- Ability to maintain and utilize a water model which accurately describes the System for the purpose of modeling improvements, performing impact determinations, and fire flow conditions.
- Ability to maintain, utilize, and update the current GIS database of the System’s Common Elements and Local Distribution Elements.
- Maintain an experienced Professional Engineering staff familiar with water system distribution and water plant design in the State of Michigan.

**Section 5.10 Emergency Connection Contracts.** The System maintains emergency connections with the City of Howell and the City of Brighton water systems. The use, location, and authority over these connections is set forth in the City of Howell and City of Brighton MHOG Emergency Connection Agreements attached as Schedule 5.10.

**Section 5.11 Competitive Bidding.** It is the preference of the Authority to require competitive bidding for contracts involving expenditures of Authority funds. This preference for competitive bidding shall not apply to professionals retained by the Authority, including but not limited to engineering firms, accounting firms and law firms, however any member of the Board of the Authority may, at any regular Board meeting, present a motion to direct staff of the Authority to bid professional services. This motion, if supported, can be approved by a vote of the majority of the members of the Board of the Authority.

**ARTICLE VI  
RATES AND FEES FOR THE SYSTEM**

**Section 6.1 Rates and Fees for Operation and Maintenance.** The Board of the Authority shall establish rates and fees for operation of the System. At a minimum the rates shall include a “Readiness to Serve Charge” for each customer connected to the System and a per 1,000 gallon “consumption charge”. These rates and fees shall be reviewed not less than annually by the Authority, typically in August of each year, and new rates shall be effective for the fiscal year beginning October 1. The rates and charges established by the Board of the Authority shall be sufficient to pay for the Authority’s annual operating and maintenance costs.

**Section 6.2 Imposition of Additional Charges by Townships.** In addition to the rates and fees set by the Authority, each Township shall be allowed to impose a surcharge, capital improvement charge, or connection charge for users that connect to the System within its boundaries. Such supplemental charges shall be retained by or returned to the respective Township.

**Section 6.3 Additional Charges that may be Imposed by the Authority.** The parties agree that the Board of the Authority shall be allowed to impose a surcharge, capital improvement charge, fine, turn on/off fee, or other charges or fees established by the Board of the Authority. Such supplemental charges shall be retained by or returned to the Authority. The Board of the Authority is not permitted to charge connection fees that are additional to the connection fees established by the Townships.

**Section 6.4 Ownership, Maintenance and Reading of Meters.** The Authority shall be responsible for owning, maintaining, and reading the usage of the meters in the System. The Authority shall make reasonable attempts to estimate usage when meter reading devices do not function. Usage shall not be estimated for more than a calendar year without efforts made to correct the meter reading devices. The Authority shall maintain records of each user of the System for regulatory and usage requirements.

**Section 6.5 Billing and Collections.** The quarterly billing and collection for the System services shall be the responsibility of the Authority. Quarterly bills are mailed to customers on or about the 15th of January, April, July, and October of each year.

The Authority is responsible for sending a quarterly bill, either to the individual customers within a Township or directly to the Township as the aggregate of the individual water consumption within the boundaries of the Township.

The parties hereby acknowledge that Howell Township is responsible for mailing the bills and collecting the funds for the users of the System in the jurisdiction of Howell Township. A copy of the Agreement between the Authority and Howell Township regarding the billing and collection procedures is attached in Schedule 6.4.

**Section 6.6 Delinquent Water Invoices Being Added to Property Taxes.** To the extent that a User is delinquent in paying an invoice that has been sent to the User by or on behalf of the Authority, the Authority shall be entitled to exercise any remedies available to the Authority under applicable law. Such remedies shall include, but not be limited to, submitting the delinquent invoice to the Township in which the User is located, and such Township shall then add the delinquent invoice to the respective User's property taxes. At such time that such property taxes are paid, whether by or on behalf of the User or through the County's delinquent tax revolving fund program, the Township shall in turn promptly pay the amount of the delinquent invoice to the Authority.

## **ARTICLE VII CAPACITY**

**Section 7.1 Allocation of Capacity.** Each Township has previously made equivalent contributions of cash or assets to the Authority which have been used to generate the water capacity that is available from the System. Accordingly, each Township shall be entitled to have the end users of the System located in each respective Township use in the aggregate up to an equal one-fourth share of the firm water production capacity (the "Allocated Share") of the System. Each Township may use its Allocated Share as it determines appropriate and necessary, provided that such use is consistent with the terms of Section 7.3 below. To the extent that the Authority's Common Elements do not have sufficient capacity to be able to deliver to a Township the Township's Allocated Share of the System's water production capacity, then the Authority shall upgrade and finance the Common Elements in accordance with the procedures



set forth in this Agreement in order allow the Township to utilize its Allocated Share of the System's water production capacity.

**Section 7.2 Future Capacity.** If the System's current water production capacity is increased after the date of this Agreement, and provided that each Township, on its own or through the end users of the System located in such respective Township, has paid for its share of the cost of increasing such firm water production capacity, then each Township shall be allocated and have full access to a one-fourth share of the firm future capacity (the "Future Allocated Share"), provided that each Township has fulfilled all of its obligations under agreements with the Authority. Notwithstanding the foregoing, a Township may elect not to participate in the cost of expanding the capacity of the System in the future and in such event the Board of the Authority shall amend this section to reallocate the Future Allocated Share of capacity on an equitable basis, as determined by the Board of the Authority. In the event a Township shall desire an increase in capacity above its Allocated Share, then the Township shall first solicit excess capacity from other participating Townships prior to the Authority proceeding with an expansion to the System.

**Section 7.3 Sale of Allocated Shares of Capacity.** If any Township does not use or intend to use a portion of its Allocated Share, or Future Allocated Share, it may allocate any portion of its Allocated Share or Future Allocated Share to one or more of the other Townships, on a temporary or permanent basis, on any conditions acceptable by the Township providing the allocation and the Township or Townships receiving such allocation, and provided that the terms (excluding financial and payment terms which shall not be subject to review by the Authority) of such transfer must be presented to, and approved by, the Board of the Authority.

**ARTICLE VIII  
FINANCING POWERS OF THE AUTHORITY**

**Section 8.1** **Issuance of Bonds.** The Authority shall have all powers granted to it by Act 233 to finance expansions or additions to the System, including the issuance of Authority bonds as provided in Act 233 on the terms and conditions determined by the Board of the Authority.

**ARTICLE IX  
CHANGES IN TERRITORY**

**Section 9.1** **Change in Territory.** No change in the jurisdiction over territory in any of the Townships shall in any manner impair the obligations of this Agreement. In the event all or any part of the territory of any of the Townships is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the obligations of such Township(s) and right to capacity in the System of such Township(s) from which such territory is taken in accordance with law.

**ARTICLE X  
TERMINATION**

**Section 10.1** **Termination.** This Agreement shall remain in full force and effect until the Agreement is terminated upon the mutual agreement of all parties.

**ARTICLE XI**  
**MISCELLANEOUS**

**Section 11.1 Bylaws.** The Authority hereby acknowledges that Bylaws for the Authority have not been adopted, however, the Board of the Authority shall have Bylaws prepared and adopted within two years of the effective date of this Agreement.

**Section 11.2 Review of Master Operating Agreement.** It is the intent of the Board of the Authority that this Master Operating Agreement shall be reviewed and modified from time to time as may be necessary to assist the Authority in operating the System. Accordingly, the Board of the Authority shall have the Master Operating Agreement reviewed, and amended to the extent necessary, no less frequently than every four years, provided that the Board of the Authority may, with a unanimous vote, determine that there is not an immediate need for an amendment or review, in which case a one time extension of two years may be provided for the four year review.

**Section 11.3 Miscellaneous.**

a. **Invalidity of Provisions.** In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

b. **No Third-Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, and is not intended to create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit or any other right in favor of any person other than the parties.

c. Entire Agreement. This Agreement sets forth the entire agreement between the Authority and the Townships with respect to the subject matter of this Agreement.

d. Amendment. The unanimous vote of all members of the Board of the Authority who are present at a regularly scheduled meeting shall be required to amend Sections 3.2, 3.3, 5.3, 6.2, 6.6, 7.1, 7.2, 7.3, 9.1, 10.1 and 11.3(d) of this Agreement. Other sections of this Agreement may be amended, modified or supplemented by a majority vote of the members of the Board of the Authority at a regularly scheduled meeting.

e. Assignment. This Agreement shall not be assignable by any party except upon mutual agreement of all parties. This prohibition on assignment without prior consent is not intended to limit the requirement of a municipality to assume a proportionate share of the contractual obligations hereunder in the event of an annexation or incorporation as set forth in this Agreement.

f. Governing Law. This Agreement shall be interpreted under the laws of the State of Michigan.

g. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

h. Captions and Bylines. The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

MARION, HOWELL, OCEOLA AND GENOA  
SEWER AND WATER AUTHORITY

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

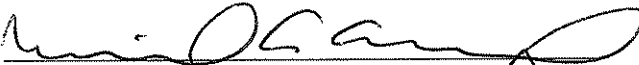
Its: Chairman

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

Its: Secretary



# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** February 17, 2011  
**RE:** Intergovernmental Agreement for Water and Sewer Operational Services  
**MANAGER REVIEW:** 



At the January 18<sup>th</sup>, 2011 Genoa Charter Township Board Meeting, it was requested that a formal agreement be drafted between Genoa Township and the Authorities that will benefit from the combined sewer and water utility operations. Since that time, we have developed the attached agreement which:

- Provides the details for services, revenue methodologies, expenses, and intergovernmental relationships that will occur under this arrangement.
- Has met with the approval of the Townships Legal Counsel as well as the Authorities Legal Counsel
- Was approved by the MHOG and Genoa-Oceola Authorities at their respective meetings on February 16<sup>th</sup>, 2011.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Utility Services Agreement between Genoa Charter Township, the Marion, Howell, Oceola and Genoa Sewer and Water Authority, and the Genoa-Oceola Sewer and Water Authority.

## UTILITY SERVICES AGREEMENT

THIS AGREEMENT is made as of February \_\_, 2011, by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), and Genoa Charter Township (“Township”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116.

### ARTICLE I - RECITALS

WHEREAS, Genoa Charter Township (“the Township”) owns and operates (i) the Oak Pointe Sanitary Sewer System, (ii) the Oak Pointe Water Supply System, and (iii) the Lake Edgewood Sanitary Sewer System; and

WHEREAS, the Townships of Marion, Howell, Oceola, and Genoa have organized the Marion, Howell, Oceola and Genoa Sewer and Water Authority pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a water supply system; and

WHEREAS, the Townships of Genoa and Oceola have organized the Genoa – Oceola Sewer and Water Authority pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a sanitary sewer collection and treatment system; and

WHEREAS, (i) the Township’s Oak Pointe Sanitary Sewer System, (ii) the Township’s Oak Pointe Water System, (iii) the Township’s Lake Edgewood Sanitary Sewer System, (iv) the water production and distribution system operated by the Marion, Howell, Oceola and Genoa Sewer and Water Authority, and (v) the sanitary sewer collection and treatment system operated by the Genoa – Oceola Sewer and Water Authority shall, for the purpose of this Agreement, collectively be referred to as the “Systems”; and

WHEREAS, the Township, MHOG and G-O have concluded that the operation of Systems is needed to promote and improve the health and welfare of the residents of the users of such Systems; and

WHEREAS, the Township, MHOG and G-O have concluded that combined operational services which share administrative, billing, operational staff and equipment over the five Systems will result in improved operation, efficiency, and cost savings for the residents served by the Systems; and

WHEREAS, the Township operates a Utilities Department (the “Township Utilities Department”) with a separate DPW Fund (the “DPW Fund”) that is capable of providing utility services to the Systems, and the staff of the Township Utilities Department is referred to herein as the “Utilities Staff”;

NOW, THEREFORE, in consideration of the promises below and other valuable consideration the receipt of which is hereby acknowledged, the parties mutually agree as follows:

## **ARTICLE II - OPERATION OF THE SYSTEMS**

Beginning on the Commencement Date (as defined below) and during the term of the Agreement, the Township agrees to provide, through the Township Utilities Department, the staff, vehicles, supplies and materials needed to operate the Systems. The Township Utilities Department agrees to operate the Systems in accordance with the terms and conditions of this Agreement, applicable law, and the permits, licenses, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Systems. The Utilities Staff shall take direction from the governing board of each respective System with respect to the specific operation of each such System, and the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System. Each party hereby agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

## **ARTICLE III - SCOPE OF SERVICES**

When performing services pursuant to this Agreement for the Systems, the Township personnel described below shall report to and be subject to direction of the appropriate governing board of the respective System, although such personnel shall remain employees of the Township and not of the Systems. As described above, the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System.

### **Section 3.1 - Administrative Services**

Administrative staff to be employed by the Township Utilities Department and assigned to the Systems shall consist of a Utility Director, a Deputy Utility Director, and an Engineer and such other personnel as shall be necessary to perform the utility services described in this Agreement. A description of the duties to be carried out by the administrative staff is set forth in **Exhibit 1**.

### **Section 3.2 - Operation and Maintenance Services**

Operation and maintenance staff to be employed by the Township Utilities Department and assigned to the Systems shall consist of the necessary plant, collection and distribution system personnel. A description of the duties to be carried out by the operation and maintenance staff with regard to water systems is set forth in **Exhibit 2a** and with regard to sanitary sewer systems is set forth in **Exhibit 2b**.

### **Section 3.3 - Meter Service, Reading, Billing and Receipting Services**

Meter reading, billing, and receipting staff to be employed by the Township Utilities Department and assigned to the Systems shall consist of the necessary staff to bill, read, and receipt water and sanitary sewer service. A description of the duties to be carried out by the billing services staff is in set forth in **Exhibit 3**.



### **Section 3.4 - Staffing Levels**

The proposed staffing level to conduct and maintain the various services described in this Agreement is presented in Utility Department Organization Chart shown in **Exhibit 4**. The parties to this Agreement acknowledge that during the term of this Agreement staffing levels will vary pending the season, level of effort required, attenuation, termination, disability, or other circumstances. The parties acknowledge that the Township Utilities Department shall have the right to modify staffing levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the Township Utilities Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the Township Utilities Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an annual basis may be made by only with the prior written approval of the governing boards of each of the Systems except, that modifications in staffing levels made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

### **Section 3.5 - Vehicle, Supply, and Material Levels**

During the term of this Agreement, the Township Utilities Department agrees to provide vehicles, supplies, equipment and materials necessary to perform the essential duties outlined in this Agreement. A summary of the vehicles, supplies, and materials initially to be provided is set forth in **Exhibit 5**. The parties to this Agreement acknowledge that during the term of this Agreement vehicle, supply, and material levels will vary pending changes in scope of services, staffing levels, and regulations. The parties acknowledge that the Township Utilities Department shall have the right to modify these levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the Township Utilities Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the Township Utilities Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an annual basis may be made by only with the prior written approval of the governing boards of each of the Systems except, that modifications made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

## **ARTICLE IV - CAPITAL PROJECTS**

The Utilities Staff may propose capital improvements in order to comply with changes in law, to reduce costs, to increase energy efficiency, to meet System demands, or to improve the Systems operations. The Township Utilities Department will not be relieved of its responsibilities to perform under this Agreement if the recommendations of the Utilities Staff are not implemented by the System's governing boards, unless the failure by such governing boards to implement such recommendations prevents the Township Utilities Department from complying with its obligations hereunder or under applicable law.

## ARTICLE V - PAYMENT FOR SERVICES

The Township Utilities Department shall receive compensation for providing staff, vehicles, supplies and material necessary to provide the administrative, operational, maintenance and billing services contemplated by this Agreement, and the Systems shall be billed monthly based on the methodology presented below.

### Section 5.1 - DPW Fund Budget

During the term of this Agreement, the Township shall maintain a separate DPW Fund Budget (the "DPW Fund Budget") to track revenues and expenses associated with the staff, vehicles, supplies and materials and other expenses required to perform the administrative, operational, maintenance and billing services outlined in this Agreement. The fiscal operating year for the Township Utilities Department is April 1 through March 31<sup>st</sup>. The 2011-2012 DPW Fund Budget is presented in **Exhibit 6**. The DPW Fund Budget shall be established annually and shall balance.

The Township auditor shall prepare quarterly budget to actual reports for presentation to System's governing boards on a quarterly basis. Failure to present quarterly reports shall constitute a default of this Agreement.

#### **Section 5.1.1 - Revenue**

Revenue to the DPW Fund shall include: (i) receipted funds from the Systems for providing administrative, operational, and billing services, (ii) receipted funds collected from the billing of systems for which full operational services are not performed and (iii) interest income and other miscellaneous revenue streams not otherwise described. **Exhibit 6** contains an insert proforma breakdown of the various revenues for the fiscal year ending March 31, 2012.

#### **Section 5.1.2 - Expenses**

Expenses to the DPW Fund shall include the payments made from the fund for labor costs for Township Utilities Department employees (direct costs, benefits and indirect costs), insurance, taxes, fuel, repairs, vehicle purchases, employee vehicle use, outside consultants, computers, software, equipment, tools and other items required to properly provide the services described in this Agreement, as well as any litigation costs related to employees of the Township Utilities Department or services provided by the Township Utilities Department to the Systems pursuant to this Agreement. Budgeted expenses for the fiscal year ending March 31, 2012 are listed in **Exhibit 6**.

### Section 5.2 - Calculation of Labor and Equipment Compensation

The parties agree that for the first year of the Agreement the operational costs for the Systems shall be allocated based on the historic allocation percentages presented in **Exhibit 7**. Beginning on April 1, 2012, and in each subsequent year, the allocation percentage calculation shall be based on the formula presented in **Exhibit 7**. In November of 2011 and in November of each subsequent year, the Utilities Staff will re-evaluate the System allocations based on changes

in the number of customers, piping, pump stations, consolidation of systems, as illustrated in the formula. The Utilities Staff will then present the revised allocation to the governing boards of the Systems in December of each year and such revised allocation shall be considered for approval by the governing board of each System prior to the end of January of each year. The governing boards of the System shall use their best efforts to approve any proposed revised allocation, shall promptly state the basis for any rejection of any such allocation, and shall bargain in good faith to ensure that a fair allocation is agreed upon no later than February 1st of each year. In the event that the revised allocation is not approved by the governing board of each System as set forth above, then the then current allocation shall remain in effect for the fiscal year beginning on the following April 1. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the DPW's annual budget and annual allocation of costs to the Systems.

### **Section 5.3 - Base Payment for Services**

The Township Utilities Department shall invoice the Systems monthly for services provided by the approved allocation percentage of the annual DPW Fund Budget, minus the fixed billing revenue. **Exhibit 6** documents how the first year will be invoiced. Each subsequent year shall be invoiced in a similar manner. All such invoices for services shall be paid within 45 days after the invoice has been sent.

### **Section 5.4 - Surpluses and Shortfalls**

As the annual monthly payments are based on the total anticipated expenses of the DPW Fund Budget, surpluses and deficits may result at the end of the budget year for things such as employee departure, insurance adjustments, fuel prices, mechanical failures, utility service interruption or acts of nature. This adjustment will occur in August of each calendar year of this Agreement following completion of the annual audit of the DPW Fund. Surpluses or deficits will be adjusted back to each System based on the allocation percentage unless one or more Systems causes a substantial or disproportionate change in the DPW Fund Budget, in which case such System shall bear the resulting change in cost. An example of an event that might cause a disproportionate change includes, but is not limited to, serious mechanical failures of a system, power outages, system failures, or acts of God (lightning, fire, flood, etc) that cause the Township Utilities Department to incur significant additional cost to keep such system operational.

### **Section 5.5 - Annual Budget Adjustment**

Based on the allocation percentages described above, annual budget adjustments will be presented to the System's governing boards in February for each effective year of this Agreement. The Township Utilities Department will make reasonable attempts to maintain and reduce operational costs for the Systems. Comments will be received from the System's governing boards, and a final budget will be presented in March of each year. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the annual budget for the DPW Fund.

## **Section 5.6 - Additional Payments by the Governing Boards**

In addition to the regular fees, the System's governing boards agree to pay for the required support services to the Township Utilities Department by providing compensation for: gas, electric, and phone utilities, chemicals, repair parts, outside contractor services, licenses fees and permits, laboratory testing, MXU radio read units, and specialized tools and supplies for each system. Additionally, specialized tools and materials required for the operation of a specific System will be the responsibility of that respective System.

## **Section 5.7 - Procedures for the DPW Providing Services to Additional Systems**

During the term of this Agreement, the Township Utilities Department may be requested to provide services to additional utility systems or governing bodies. Providing services to additional systems may result in improved operation, efficiency, and cost savings for the residents served by the Systems. As a result, the following procedures will be utilized to evaluate requests by third parties to receive utility services from the Township Utilities Department:

### **Section 5.7.1 - Notification of Request**

The Utilities Staff shall provide notice to each party to this Agreement of a request from an outside party to have the Township Utilities Department provide utility services to such outside party.

### **Section 5.7.2 - Preliminary Staffing and Financial Assessment**

Following the request notification, the Township Utilities Department Staff shall perform a preliminary evaluation of the potential staffing and financial impacts to the existing DPW Fund Budget. If improved operation and cost savings for the existing DPW Fund are not projected with the preliminary evaluation, then utility services will not be provided to the outside party.

### **Section 5.7.3 - Approval by Governing Boards**

A preliminary staffing and financial evaluation that projects improved operation and cost savings will be presented to each governing board of the Systems. Prior to providing such utility services to the requesting third party, the governing board of each System will need to approve by resolution the services that will be performed, the costs that will be charged to such third party and the manner in which the staff and legal costs associated with providing utility services to such third party will be paid. Additionally, the governing board of each System will also be required to approve any revision to the DPW Fund Budget that exceeds by 5% the then current DPW Fund Budget and any revisions to the allocation of costs provided by Section 5.2 of this Agreement.

#### **Section 5.7.4 - Billing Only Duties**

Should the services requested by the third party consist only of performing billing duties that do not significantly impact staffing levels or costs, the Utilities Staff can perform such billing duties without the staffing and financial assessment described above.

#### **Section 5.8 – Reserve Funds**

##### **Section 5.8.1 – Fund Balance**

The target fund balance in the DPW Fund at the end of each fiscal year during the initial Term of this Agreement shall be \$50,000 following the annual audit of the DPW Fund, with the exception of the vehicle reserve fund, which shall be maintained as described in Section 5.8.2. To the extent that the DPW Fund has a balance of more than \$70,000 following the annual audit of the DPW Fund, then the amount exceeding \$70,000 shall be returned to the parties hereto based on the same allocations on which such funds were paid to the DPW Fund. In the event that the DPW Fund balance falls below \$30,000 at the end of any fiscal year following the annual audit of the DPW Fund, the Township may adjust the budget for the following year to replenish the DPW Fund Budget to the target fund amount. After the initial term of this Agreement, the fund balance in the DPW Fund Budget shall have a target amount of 3.0% of the total budgeted revenue for the then current Township DPW Fund Budget.

##### **Section 5.8.2 – Vehicle Reserve Fund**

As part of the DPW Budget, the Township shall maintain a segregated DPW vehicle reserve fund. This fund shall be used for replacement of the vehicle fleet as the fleet ages and repair costs and safety concerns warrant replacement of the vehicles. During the initial term of the Agreement, the fund balance in the vehicle reserve fund shall not exceed \$250,000 as the current value of the vehicles purchased was \$321,581.96.

### **ARTICLE VI - TERM AND TERMINATION**

#### **Section 6.1 - Term**

This Agreement begins on April 1, 2011 (the "Commencement Date") and ends March 31, 2016 (the "initial term"). The term of the agreement will automatically renew for successive five (5) year periods each, unless written notice of termination is provided by a party to this Agreement to the other parties not more than 180 days and not less than 90 days prior to the end of the initial term or any subsequent term of this Agreement as applicable. In the event that a party elects to terminate this Agreement without cause, and that party creates employment positions (or third party contractor positions) to operate its Systems, that party shall provide first preference for any such positions to any Township DPW workers that are, or will be, displaced (or laid off) as a result of that party's election to terminate. In the event that any Township employees are laid off as a result of a party terminating this Agreement without cause and said Township employees are not hired by said party, then said party shall, on a quarterly basis,

reimburse the Township for all unemployment costs incurred by the Township as a result of said layoff(s) for a period of one (1) year from the effective date of said termination.

**Section 6.2 - Events of Default and Remedies**

The failure of any party to comply with any material term of this Agreement shall constitute a default. Upon default by a party, the complaining party shall send written Notice of Default. Such notice shall clearly specify the nature of the default and provide the defaulting party sixty (60) days to cure the default. If the default is capable of being cured within sixty (60) days, but is not cured within the sixty (60) days, the Agreement shall terminate at midnight of the sixtieth (60<sup>th</sup>) day following receipt of the Notice of Default. In the case of default that cannot be cured within sixty (60) days, the Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a remedy. Evidence of such remedy and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party, and in any event such extension may not extend for more than one hundred eighty (180) days.

In the event of the termination of this Agreement under the terms outlined above, the Systems shall pay the Township for the services provided and invoiced up to the effective date of termination. Payment shall be made within thirty (30) days of the date of termination. Additionally, the non-breaching party or parties shall retain and may pursue all other remedies that may be available under applicable law.

**Section 6.3 - Additional Option to Terminate as a Result of the Annual DPW Fund Budget**

In addition to the other termination options under this Agreement, the parties to this Agreement shall have the right to terminate this Agreement in the event that the annual budget presented by the Township Utilities Department in March of each year, pursuant to Section 5.3 of this Agreement, exceeds by more than 10% the DPW Fund Budget for the then current fiscal year. Any modifications previously approved by the governing boards of the Systems (including, but not limited to, modifications approved under Sections 3.4, 3.5 and 5.7.3 of this Agreement) shall be excluded from the calculation of whether the 10% threshold has been exceeded. In order for a party to terminate this Agreement pursuant to this Section, such party must provide written notice to the other parties to this Agreement no later than April 15 following the presentation of the annual budget and in such case, the then current DPW Fund Budget shall remain in place and this Agreement shall terminate on the following June 30.

**ARTICLE VII - INSURANCE**

**Section 7.1 - Insurance Provided by Genoa Township**

The Township shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability and Vehicle Liability Insurance with a combined single limit in the amount of \$5,000,000.

(2) Worker's Compensation Insurance in compliance with the laws of the State of Michigan, covering Township Employees engaged in the performance of Services, to the required statutory amount.

(3) Sewer Backup Coverage in the amount of \$250,000.

### **Section 7.2 - MHOG Insurance**

MHOG shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

(1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.

(2) Property insurance in amounts sufficient to cover real property owned by MHOG.

### **Section 7.3 - Genoa-Oceola Insurance**

G-O shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

(1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.

(2) Property insurance in amounts sufficient to cover real property in Genoa-Oceola.

(3) Sewer Backup Coverage in the amount of \$250,000.

## **ARTICLE VIII - DISPUTE RESOLUTION**

### **Section 8.1 - Appointment of Panel**

The parties agree that any and all claims, controversies or actions arising out of the terms, provisions or subject matter of this Agreement shall be referred to a panel (the "Panel") consisting of three (3) representatives (the "Representatives"). The Utilities Staff shall appoint one representative to the Panel, the governing bodies of the Systems shall collectively appoint one representative to the Panel and the two representatives shall mutually agree on a third representative for the Panel. Such appointments shall be made by the parties within fifteen (15) days of written notice of a dispute or claim.

### **Section 8.2 - Additional Remedies and Arbitration**

Notwithstanding the provisions of Section 8.1, if the claim or dispute is not resolved by the good faith negotiations of the Representatives within sixty (60) days of appointment, any of the parties to this Agreement, subject to the following, may seek any remedies available at law and/or in equity to resolve the dispute. Additionally, the parties to this Agreement may, if they

mutually agree in writing, submit any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof to arbitration in accordance with the Arbitration Rules of the American Arbitration Association currently in effect, or such other rules of arbitration to which they may mutually agree. The arbitration shall be conducted in a location selected by mutual agreement of the parties. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of its own legal counsel, witnesses and documents it submits to the arbitrator. The arbitrator shall have no authority to change any provision of this Agreement, and the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement in accordance with the laws of the State of Michigan. If the parties mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law and any court having jurisdiction thereof. Any and all awards shall be in writing and shall give the arbitrator's supporting reasons for the award. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between the parties.

### **Section 8.3 - Covenant to Continue Work**

During resolution of any dispute under this Article, the Township and the System's governing boards shall each continue to perform their respective obligations under this Agreement without interruption or delay.

## **ARTICLE IX - MISCELLANEOUS**

### **Section 9.1 - Assignment**

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

### **Section 9.2 - Choice of Law and Forum**

This Agreement shall be subject to and governed by the laws of the State of Michigan. The parties agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

### **Section 9.3 - Entire Agreement**

This Agreement and the attached exhibits represent the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, negotiations or agreements whether written or oral.



**Section 9.4 - Notices**

All notices shall be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices to be given to Genoa Charter Township will be addressed to:

Genoa Charter Township  
2911 Dorr Road  
Brighton, MI 48116  
Attention: Supervisor

Notices to be given to MHOG will be addressed to:

MHOG Sewer and Water Authority  
1577 N. Latson Road  
Howell, MI 48843  
Attention: Secretary

Notices to be Genoa-Oceola will be addressed to:

Genoa-Oceola Sewer and Water Authority  
2911 Dorr Road  
Brighton, MI 48116  
Attention: Secretary

**Section 9.5 - Severability**

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

**Section 9.6 - Amendment or Modification of Agreement**

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly Authorized Representative.

**Section 9.7 - Third Party Beneficiaries**

Except as expressly provided herein, this Agreement does not create, and is not intended to create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, or any other right in favor of any person other than the parties.

**Section 9.8 - Counterparts**

This Agreement may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure the benefit of the parties to it and their respective successors and assigns.

**Section 9.9 - Required Taxes, Insurances, Fees and Documents**

The Township agrees that it will operate legally and pay all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their respective duly authorized officers, all as the day and year first above written.

MARION, HOWELL, OCEOLA AND GENOA  
SEWER AND WATER AUTHORITY

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

\_\_\_\_\_

By: William J. Bamber  
Secretary

GENOA-OCEOLA SEWER AND WATER  
AUTHORITY

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

\_\_\_\_\_

By: Lance Schuhmacher  
Secretary

GENOA CHARTER TOWNSHIP

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

\_\_\_\_\_

By: Gary McCririe  
Its: Supervisor

Approved as to form for the Marion, Howell, Oceola and Genoa Sewer and Water Authority and for the Genoa-Oceola Sewer and Water Authority by Jim Kiefer of Dykema on February 10, 2011.

Approved as to form for Genoa Charter Township by Frank Mancuso of Mancuso & Cameron on February 10, 2011.

## **EXHIBITS**

**Exhibit 1** – Duties of Administrative Services

**Exhibit 2a** – Water System Operation and Maintenance Duties

**Exhibit 2b** – Wastewater System Operation and Maintenance Duties

**Exhibit 3** – Utility Billing Services Statement of Duties

**Exhibit 4** – Utilities Department Staff Organization Chart

**Exhibit 5** - Vehicle, Supply, and Material Summary

**Exhibit 6** – 2012 Genoa Charter Township DPW Fund Budget Worksheet

**Exhibit 7** – 2011 System Labor and Equipment Allocation Percentage

**Exhibit 8** – Timetable for Allocation of Budget

## **Exhibit 1**

### **Utilities Staff Administrative Services Statement of Duties**

The Utilities Administration Staff shall perform such duties and responsibilities as directed from time to time by the System Boards. The following duties and responsibilities shall be performed by the Utilities Administration Staff, unless otherwise directed by the System Board:

Attend all System Board and Committee meetings. Currently the MHOG and GO Boards meet once per month and the OP and LE committee's meet once per quarter.

Approve chemical and supply orders from the plant and facilities operator.

Approve all invoices associated with operation of the System and allocate the expense to the appropriate line item within the System O&M Fund or the DPW Fund.

Oversee compliance of the DPW Operation and Maintenance Staff with the contract conditions (ie. assure fire hydrants are pumped out on time, perform spot inspections, upkeep of plant maintenance, pump stations are checked in).

Oversee compliance of the Utilities Meter Service, Reading, Billing, and Receipting Staff with the contract conditions (ie. Meters maintained and read, bills sent out).

Bid subcontracted maintenance items such as lawn mowing and make recommendations to the System Board or Committee.

Make recommendations to the System Board or Committee considering capital improvements required to meet demand or flow conditions within the System or to provide improved monitoring, pressure modifications, or improved reliability and/or redundancy.

Make recommendations to the System Board or Committee regarding proposed capital improvements proposed by developers and townships.

Work with the accountant and consulting engineer on capital improvement plans.

Serve as a liaison between the System and the MDEQ. Address regulatory inquiries, inspections, and violations.

Provide the System Board or Committee with staff recommendations on consulting engineering proposals.

Serve as a liaison with the public and press in the event of a system failure, water main break,

sanitary sewer overflow, etc. Complete correspondence with the MDEQ for system failure events as necessary.

Provide a status report at the System Board or Committee Meetings.

Provide annual estimated budget expenses for each line item in the System's Operation and Maintenance Fund.

Oversee the operation of the Systems.

Hire operations personnel as necessary to complete the services outlined in Exhibits 2 and 3.

Oversee the general welfare of the Systems.

Coordinate and oversee the review of construction plans prepared by consulting engineers.

Review reports and plans prepared by consulting engineers and make recommendations to the System Board or Committee.

Recommend annual maintenance activities to the System Board and Committee.

Oversee the submittal of construction plans to the MDEQ for permits.

Oversee the maintenance of electronic copies of conforming to construction record drawings.

Oversee the development of a system wide electronic database.

Maintain and update truck books for the DPW showing the System's distribution and collection lines, including water hydrants and valves and sanitary sewer structures.

Oversee the maintenance of an up to date model of the MHOG water distribution system.

Provide recommendations to the System Board or Committee on distribution system or collection system improvements.

Management of the system data, including conforming to construction record drawings, water system production and distribution data, sanitary system treatment and collection system data, and customers connected to the Systems.

## **Exhibit 2a**

### **Utilities Staff Operation and Maintenance Services Water System Statement of Duties**

#### **Overview**

The duties described are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by member of the Operator's Profession. Qualified, and where required, certified staff shall be provided.

#### **Plant Operation**

Operate the Water Treatment Plant in conformance with State Laws and Regulations including but not limited to:

- Staffing to meet production demand
- Maintenance of equipment including routine cleaning and lubrication
- Equipment Inspections and Adjustments
- Laboratory Analysis and Testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, NPDES Reports, Consumer Confidence Report, & Backflow and Cross Connection Reports to regulatory agencies and consumers as required by law
- Maintenance of wells and well houses including recommended preventative maintenance, emergency power service
- Maintenance of controls and instrumentation
- Coordination of Lime residual removal
- Maintain Buildings and Grounds including:
  - Recommending necessary painting projects to Authority Board
  - Bidding and hiring of lawn and snow removal services
  - Coordinating waste disposal services
  - Bidding heater and boiler and air compressor services
- Performing other duties as necessary to maintain quality service

#### **Distribution System**

Operate the Water Distribution System in conformance with State Laws and Regulations including but not limited to:

Maintenance of water towers including altitude valves, emergency communication, temperature and level sensors, cathodic protection, periodic paint

and coating inspections, and recommendations for painting and maintenance projects.

Utilize the computer and SCADA monitoring system and coordinate repairs as necessary.

Maintenance of pressure reducing valves including checking operation, verify operation and coordination of repairs.

Maintenance of Fire Hydrants including annual flushing, repairs as necessary, painting as necessary, conversion to Storz Fittings, and tracking in a GIS System.

Coordinate the repair of valve boxes, curb stops, and valves as necessary.

Performing and/or coordinating emergency repairs of water distribution components and lines

Conducting regulatory and public notifications, advisories, and recommended course of actions regarding interruption in service or boil water notices.

Record management of plans, treatment and flow data, and improvement, updating, and management of the water system's GIS database.

Record management of work orders for meter service and customer repairs.

Coordinate with local and state agencies on right-of-way projects impacting the water Systems, including protection, relocation, and interruption of service.

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

### **Miscellaneous Services**

Operations, administrative, and billing staff will maintain an inventory of equipment and parts to be utilized in the operation and maintenance of the systems.

Operations, administrative, and billing staff will address customer inquiries and complaints regarding rates, charges, water quality, leaks, consumption, service disconnection and other related system concerns.

Administrative and operations staff will serve as Authority liaisons with State and local regulators. Staff will ensure permits remain in effect and will address regulatory inquiries, inspections, and violations.

Administrative and operations staff will serve as Authority liaisons with the public, presenting a professional image of the Authority. Administrative staff will address public concerns regarding employee presentation and service.

Staff will perform its best effort with regard security of the facilities by locking facilities, utilizing alarm systems, tracking of keys, and tracking facility access by outside personnel. Staff will also make recommendations to the Governing Board regarding the implementation of security improvements.

Staff will make every effort to reduce energy usage in the facilities through use of energy saving devices and utilization of energy best management practices.

Staff serving the system will be encouraged to obtain training and obtain certifications to improve operational knowledge which will result in improved service to customers.

A 24 hour 1-800 emergency call center will be provided to answer customer and system after hour emergencies and dispatch of on-call personnel.



## **Exhibit 2b**

### **Utilities Staff Operation and Maintenance Services Sanitary Sewer System Statement of Duties**

#### **Overview**

The duties described are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by member of the Operator's Profession. Qualified, and where required, certified staff shall be provided.

#### **Plant Operation**

Operate the Wastewater Treatment Plant in conformance with State Laws and Regulations including but not limited to:

- Staffing to meet daily treatment demand
- Maintenance of equipment including routine cleaning and lubrication
- Equipment Inspections and Adjustments
- Laboratory Analysis and Testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, CMR Reports, DMR Reports to regulatory agencies as required by law
- Maintenance of controls and instrumentation
- Coordination of Biosolids residual removal
- Maintain Buildings and Grounds including:
  - Recommending necessary painting projects to Authority Board
  - Bidding and hiring of lawn and snow removal services
  - Coordinating waste disposal services
  - Bidding heater and boiler and air compressor services
- Performing other duties as necessary to maintain quality service

#### **Collection System**

Operate the Wastewater Collections System in conformance with State Laws and Regulations including but not limited to:

Maintenance of pump stations including grinder pumps.

Maintenance and repair of air release valves.

Repair of valve boxes, curb stops, and valves as necessary. Performing and/or coordinating emergency repairs of wastewater collection components and lines

Conducting regulatory and public notifications, advisories, and SSO Events

Record management of plans, treatment and flow data, and improvement, updating, and management of the sanitary sewer system's GIS database.

Record management of work orders for grinder and other repairs.

Coordinate with local and state agencies on right-of-way projects impacting Utilities including protection, relocation, and interruption of service.

Coordinate annual sewer cleaning activities

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

### **Miscellaneous Services**

Operations, administrative, and billing staff will maintain an inventory of equipment and parts to be utilized in the operation and maintenance of the systems.

Operations, administrative, and billing staff will address customer inquiries and complaints regarding rates, charges, water quality, leaks, consumption, service disconnection and other related system concerns.

Administrative and operations staff will serve as Systems liaisons with State and local regulators. Staff will ensure permits remain in effect and will address regulatory inquiries, inspections, and violations.

Administrative and operations staff will serve as System liaisons with the public, presenting a professional image of the System. Administrative staff will address public concerns regarding employee presentation and service.

Staff will perform its best effort with regard security of the facilities by locking facilities, utilizing alarm systems, tracking of keys, and tracking facility access by outside personnel. Staff will also make recommendations to the Governing Board regarding the implementation of security improvements.

Staff will make every effort to reduce energy usage in the facilities through use of energy saving devices and utilization of energy best management practices.

Staff serving the system will be encouraged to obtain training and obtain certifications to improve operational knowledge which will result in improved service to customers.

A 24 hour 1-800 emergency call center will be provided to answer customer and system after hour emergencies and dispatch of on-call personnel.

## **Exhibit 3**

### **Utilities Staff Meter Service, Reading, Billing and Receipting Services Statement of Duties**

#### **Meter Installation - Permanent**

Receive and File Meter Sales Forms

- Schedule with Customers Order and Pick-up of Specialty Meters (>1-inch)

Maintain inventory of meters

Schedule appointments with customers for meter installations

Perform Meter Installs

- Obtain Backflow Certificate

- Install Meter and Reading Device

- GPS Location for Vehicle Based Reading Unit

- Complete Work Order with Meter and Head Numbers for Input into Billing Software

Utilize Work Order to Set-Up a New Customer Account or Update for Irrigation Install

- For commercial account, select hazard classification and add to Hydrodesigns Inc.

- list for Backflow and Cross Connection Inspection

- Input GPS Points

- Input Backflow Control Device for residential and irrigation accounts

- File Installation Paperwork

- Locating curb stops for builders and homeowners.

#### **Meter Installation – Seasonal**

Schedule Spring Installation for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

- Send out notification letters to each account

- Require backflow device test during installation

Install meters at scheduled times

- Turn on water services

- Test radio read device

- Obtain Backflow Certificate

Schedule Fall Removal for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

- Send out notification letters to each account of winterization responsibilities

- Remove meters

- Obtain final reads on each account

- Shut down water services

## **Meter Reading & Billing**

Phone reads of existing MIU units programmed for call in  
MXU accounts are loaded into vehicle based reading route

Radio reads are obtained in the field

Audit of non-reads by MIU Units and MXU units are added to manual read accounts

Each non-read manual is visited to obtain a read

Non reads are added to repair list and letters are sent to customer requesting appointments.

Each read is audited by:

Verifying of account information

Each read is compared to previous quarter

Contact made with each customer with read outside normal range, accounts are noted when a homeowner is gone during the winter months.

Research reads that show no usage.

Identify if there is a leak. If leak is found, determine if sewer or water only.

Adjust accounts as necessary

Identify Repairs and Perform Site Visits, including but not limited to:

- Assisting Homeowners with identifying leaks
- Change out of meter heads
- Change in Direction of Meters (foreclosed homes may have had meters pulled and the bank re-installed meters backwards.
- Researching as to why a home or business may not have irrigation usage over summer. (Irrigation System may have bypass installed.

Following of Audit, meter reads are posted to accounts

Following posting of accounts, bills are printed

Printed bills are separated and sorted for post office

Bills are placed in batches for apartment complexes, condos, etc... to save on postage

Postage is calculated, and payment and delivery of bills is made to post office.

Copy of Howell Township's meter reads are forwarded to Howell Township along with all supporting documents.

## **Post Meter Reading and Billing**

As referenced above, between billing cycles:

Non-reads are scheduled for maintenance which may include:

Installation of an external MXU

Re-wiring from reading unit to meter

Change out of faulty or clogged meter

Change out of meter head

Frequently, the above task require preparation of mailings to customers to obtain home access

Record any account or equipment changes in Billing Software.

Transfer of Delinquent balances to Place on Tax Rolls

Handling of All Bankruptcy Accounts which includes:

Chapter 7 – If is debt discharged balances are written off

Chapter 13 – Balance that is owed at time of filling is transferred to an additional account with payments being applied from Trustee only.

All bankruptcy amounts must be broken down into water and sewer dollars.

Obtaining Final Reads and Preparation Final Bills from Property Sales

Final bills are printed once a month, however, the majority of final bills are faxed directly to the title company that is holding escrow, this is done daily.

Answering of customer account changes and complaints, questions on bills and scheduling of inspections for leaks.

Provide assistance to customers accessing & making Payments using MHOG's on-line bill paying web site. Taking verbal Credit or Debit card payments from customers over the Phone.

### **Miscellaneous Services**

Tracking and service shut-off of foreclosures

Cross Connection Program and Consumer Confidence Reports

Software Upgrades & Annual Maintenance & Software Support Fees

Response to Township request for usage history

Preparation of billing reports for commercial account audits

Preparing Billing Summaries & Account Receivable Reports by District & Township

Entering any adjustments on customer accounts, example: NSF Checks, removing payment.

Keeping track of all meters installed for each subdivision or complex. Any meters not installed yet are checked to make sure lot is still vacant.

Maintaining list of all paid and unpaid meter packages, always checked before meter package is installed in new home.

### **Bill Collection**

#### Opening mail

- Matching check to payment stub
- No stub included – look up information and write ticket
- From closing companies - looking up to make sure new owner is set up on system

#### Posting payments

#### Balancing posting

- Add checks and cash to balance to posting amount
- Write out deposit ticket
- Run posting reports

- Commit batch after balancing
- Put reports into Utility Receipts binders

### Deposit to bank

### Customer relations

- Taking payments over the counter
- Taking phone calls from customer
- Solving problems for customers
- Collect NSF's

### Payments on line

- Retrieve via Email from Billing Software total amount submitted the day before
- Run posting reports
- Next day verify monies in bank match on line payment total
- Commit batch
- Put reports into Utility Receipts binders

### Delinquents to Tax Rolls

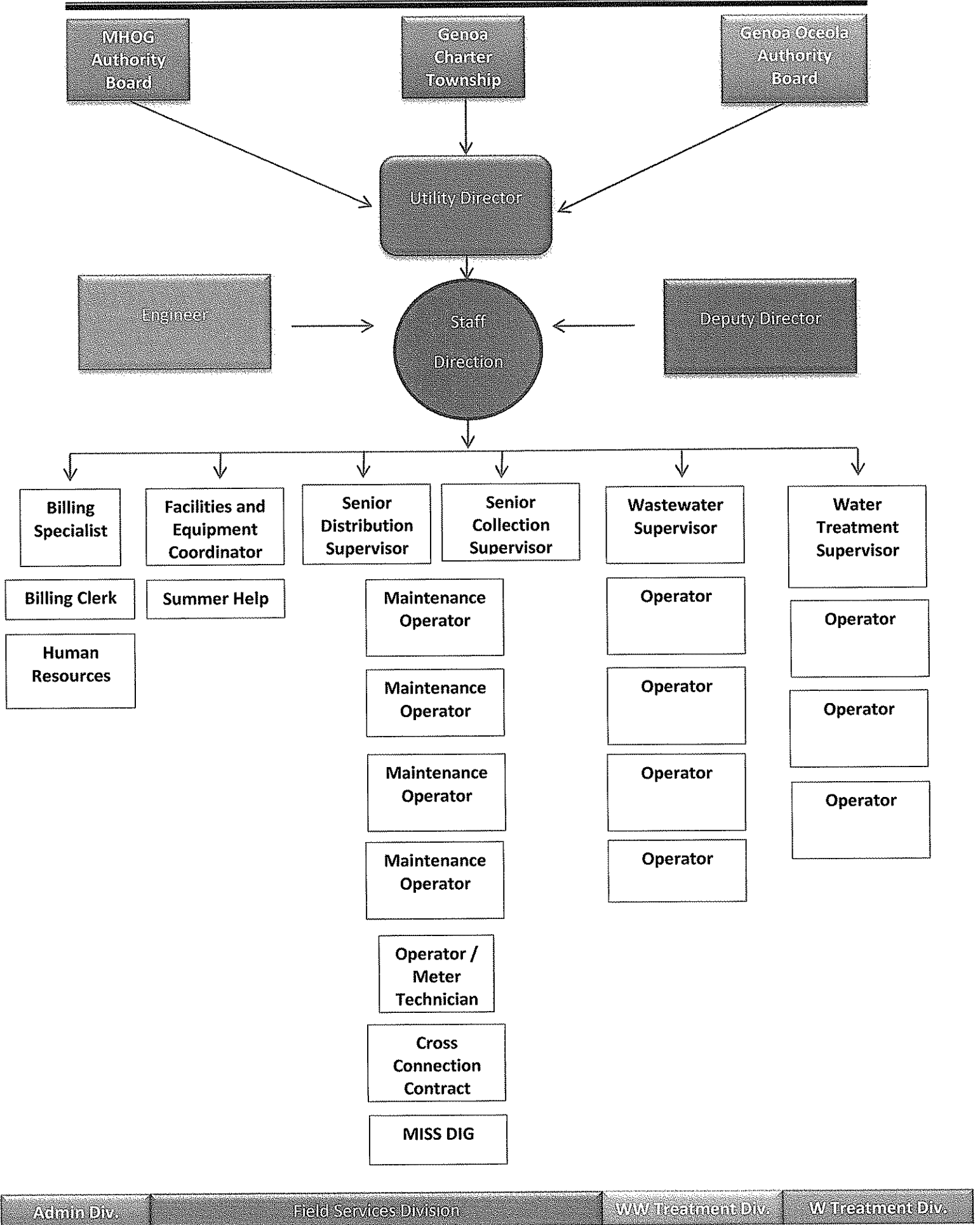
- Work with Billing Specialist to transfer delinquents to tax rolls
- Special handling of paid delinquents from Sept – Nov
- Disburse delinquent amounts paid to individual townships so they can mark their tax roll accordingly

### Balancing Account and Distributing Funds

- Make Excel Sheets from G/L Distribution Daily Reports, to give breakdown of sewer & water by district
- Using spreadsheet enter Deposit totals into Quick Books
- Enter any fees (Merchant Fees) etc
- Do Journal Entries - Non Sufficient Fund's (NSF's)
  - adjustments to statement
- Any refunds made on finals throughout the month
- Do checks for distribution
- Once Chart of Account Balances, print and distribute checks to each district
- Reconcile Account for the month

Close communication is required between the persons billing (finals), receipting (NSF's) and balancing throughout the month to insure balancing at the end of the month.

# Exhibit 4 - Utility Department Organization Chart



## **Exhibit 5**

### **Vehicle, Supply, and Material Levels**

#### **Vehicles**

A total of 16 vehicles will be provided to service the systems. Specialized vehicles will include:

One ton crane truck - (1)

Plow Truck - (2)

Truck with 80 Gallon Fuel Tank and transfer pump - (1)

#### **Supplies and Materials**

Safety equipment including:

- confined space entrance equipment including gas detectors,
- individual PPE
- traffic safety vests
- eye protection
- other job specific requirement

Paper and office supplies

Computers and software

Uniform shirts

Meter reading equipment

E-mail for staff

Mobile phone system



**EXHIBIT 6**

GENOA TOWNSHIP - DPW FUND #503  
 BUDGET WORKSHEET FOR THE YEAR ENDING 3/31/2012

ACCOUNT#	ACCOUNT DESCRIPTION	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012	COMMENTS	MONTHLY INVOICE
401	FEES - ENGINEERING - GENOA TOWNSHIP	15,000	REIMBURSEMENT OF ENGINEER TIME ON GENOA TWSP	AS BILLED
402	FEES - BILLING ONLY - MARION SEWER	14,500	730 BILLS * \$4.99 PER BILL @ 4 BILLINGS PER YEAR	AS BILLED
408	FEES - BILLING ONLY - LAKE EDGEWOOD WATER	4,100	201 BILLS * \$4.99 PER BILL @ 4 BILLINGS PER YEAR	AS BILLED
408	FEES BILLING ONLY - PINE CREEK SEWER/WATER	14,000	346 BILLS * \$9.98 PER BILL @ 4 BILLINGS PER YEAR	AS BILLED
	<b>SUBTOTAL</b>	<b>47,600</b>		
404	MAINTENANCE /BILLING FEES - G/O SEWER	495,385	EQUALS 26.61% TIMES SYSTEM OPERATIONAL EXPENSES	\$41,282.07
406	MAINTENANCE/BILLING - OP WATER/SEWER	449,030	EQUALS 24.12% TIMES SYSTEM OPERATIONAL EXPENSES	\$37,419.14
408	MAINTENANCE / BILLING FEES - LE WATER/SEWER	118,773	EQUALS 6.38% TIMES SYSTEM OPERATIONAL EXPENSES	\$9,897.77
412	MAINTENANCE / BILLING FEES - MHOG WATER	798,461	EQUALS 42.89% TIMES SYSTEM OPERATIONAL EXPENSES	\$66,538.44
420	OTHER INCOME	500		
440	INTEREST INCOME	75		
	<b>SUBTOTAL</b>	<b>1,862,224</b>		
	<b>TOTAL REVENUES</b>	<b>1,909,824</b>		
600	ADMIN - GENOA RECEIPTING/OTHER	30,000	FEES FOR RECEIPTING, PAYROLL, BILL PAYMENT, ETC...	
602	ADMIN - GENOA RENT	20,000	RENTAL OF 3 CUBES, 2 OFFICES, COMPUTERS, PAPER, ETC...	
605	AUDIT/ACCOUNTING SERVICES	7,000	PHP AUDITING EXPENSES	
608	AUTO ALLOWANCE (TESHA)	2,400	ENGINEERS CONTRACTED AUTO ALLOWANCE PER YEAR	
610	AUTO/TRUCK FUEL	48,000	ESTIMATE OF VEHICLE FUEL LESS TAXES	
612	AUTO/TRUCK LOAN PAYBACK	64,147	5 YEAR ANNUAL PAYBACK FOR 13 VEHICLES	
614	AUTO/TRUCK MAINTENANCE	10,000	TIRES, OIL CHANGES, FILTERS, ETC... (HIGHER IN FUTURE)	
620	COMPUTER EXPENSES	15,000	NEW SOFTWARE, COMPUTERS, ETC...	
623	CONFERENCES/DUES	11,500	TRAINING, CONFERENCE, LICENSING, ETC...	
626	CONTINGENCY	5,000		
632	EMPLOYERS PAYROLL TAXES - ADMIN	24,571		
635	EMPLOYERS PAYROLL TAXES - OPERATIONS	69,463		
640	INSURANCE - ADMIN. LABOR	47,956		
643	INSURANCE - OPER. LABOR	271,308		
646	INSURANCE - VEHICLE/OTHER	8,000		
652	LEGAL	1,500		
656	OFFICE EXPENSES	4,000		
659	OTHER EXPENSES	1,000		
662	POSTAGE/SHIPPING	7,000	MAILING OF BILLS & CORRESPONDENCE	
668	RETIREMENT - ADMIN	26,836	10% RETIREMENT PLAN OFFERED BY GENOA	
672	RETIREMENT - OPERATIONS	78,455	10% RETIREMENT PLAN OFFERED BY GENOA	
700	SALARIES - ADMIN	284,863		
706	SALARIES - OPERATIONS	713,120		
710	SALARIES - OVERTIME - OPERATIONS	84,630		
715	SUPPLIES/TOOLS	10,000	ALL SYSTEM EXPENSES	
722	TELEPHONE - ANSWERING SERVICE	2,700	1-800 CUSTOMER LINE PER YEAR/ 24 HR OPERATOR	
726	TELEPHONE - CUSTOMER LINE	2,000	1-800 BILLING CUSTOMER LINE	
730	TELEPHONE - MOBILE PHONES	16,200	60 PER MONTH ALLOWANCE	
800	TRANSFER TO DPW EQUIPMENT RESERVE	30,000	PAYBACK OF TRUCKS	
810	UNIFORMS & PROTECTIVE CLOTHING	12,600	PROTECTIVE CLOTHING, UNIFORMS, ETC...	
	<b>TOTAL EXPENSES</b>	<b>1,909,249</b>		
	DIRECT BILLING EXPENSES	(47,600)		
	SYSTEM OPERATIONAL EXPENSES (BILLING/MAINT.)	1,861,649	TOTAL BY WHICH PERCENTAGES ARE ALLOCATED	
	<b>SURPLUS/DEFICIT</b>	<b>575</b>		
	<b>BEGINNING FUND BALANCE</b>	<b>48,496</b>		
	<b>ENDING FUND BALANCE</b>	<b>49,071</b>		

**Exhibit 7  
2011 System Labor Equipment Percentage Calculation**

System	Customers	%	Mile of Pipe	%	Avg. Daily Flow	%	Storage / Pump Station with Daily Checks	%	Full Time Staff to Operate	%	Annual Budget	%	Grinder Pumps & Hydrants	%	Total Avg.
MHOG	4,207	39.66%	145	49.32%	1,310,000	46.94%	8	30.53%	6	37.50%	\$2,119,300	41.99%	1408	64.26%	44.31%
Genoa-Oceola	4,037	38.05%	90	30.61%	821,000	29.42%	10.2	38.93%	4	25.00%	\$1,672,761	33.14%	150	6.85%	28.86%
Oak Pointe Sewer	1,245	11.74%	33	11.22%	200,000	7.17%	2	7.63%	3	18.75%	\$575,801	11.41%	405	18.48%	12.34%
Oak Pointe Water	834	7.86%	15	5.10%	326,000	11.68%	5	19.08%	1.5	9.38%	\$355,440	7.04%	146	6.66%	9.54%
Lake Edgewood	286	2.70%	11	3.74%	134,000	4.80%	1	3.82%	1.5	9.38%	\$324,301	6.42%	82	3.74%	4.94%
<b>Total</b>	<b>10,609</b>	<b>100.00%</b>	<b>294</b>	<b>100.00%</b>	<b>2,791,000</b>	<b>100.00%</b>	<b>26.2</b>	<b>100.00%</b>	<b>16</b>	<b>100.00%</b>	<b>\$5,047,603</b>	<b>100.00%</b>	<b>2,191</b>	<b>100.00%</b>	<b>100.00%</b>

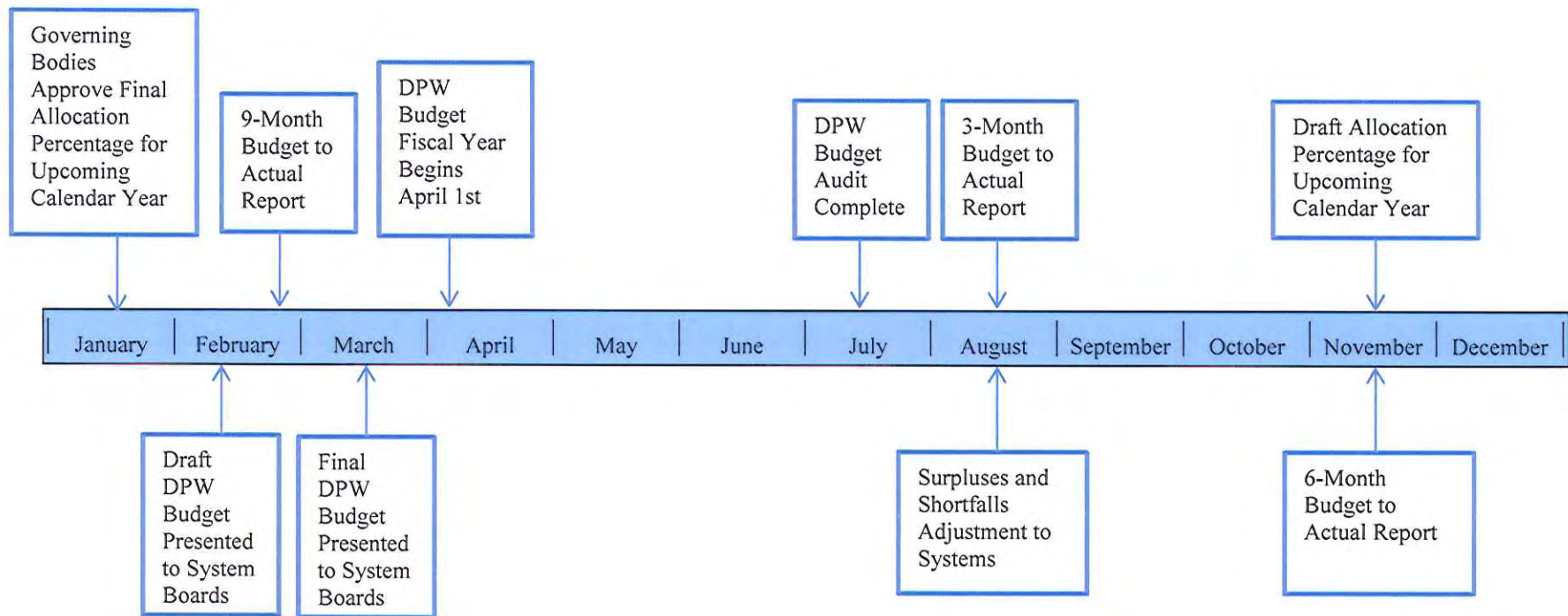
System	Previous Allocation %	Calculated	Difference
MHOG	42.89%	44.31%	1.42%
Genoa-Oceola	26.61%	28.86%	2.25%
Oak Pointe Sewer	13.63%	12.34%	-1.29%
Oak Pointe Water	10.49%	9.54%	-0.95%
Lake Edgewood	6.38%	4.94%	-1.44%

**Billing Accounts Only**

System	Customers
Marion Sewer	727
Lake Edgewood Water	200
Pine Creek Wtr & Swr	350

# Exhibit 8

## Annual Budget Timeline Requirements





# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** February 17, 2011  
**RE:** Wage Schedule for Water and Sewer Operational Services

**MANAGER REVIEW:** 

.....

For consideration at tonight's Board Meeting is the approval of the Utility Department sewer and water operations proposed wage structure. Since the operations personnel will be employed by Genoa Township, we researched the existing staffing positions and associated rates and found them to be in general conformance with the regional median averages. In addition, there will be no inherited legacy costs with the addition of this staff as they will be hired as new employees to Genoa Township.

Trending data, governmental resources and historical information for this study were obtained from the following sources.

- U.S. Bureau of Labor and Statistics
- PayScale Reporting wage analysis service
- MTA Regional Compensation Survey

### Supporting Documentation

Prior to making this wage and salary recommendation, we performed a thorough evaluation of the benefits, drawbacks, and its associated financial implications.

- *Attachment 1* contains the proposed hourly wage scale broken down by position, with a minimum and maximum for each position as compared to the regional 50<sup>th</sup> percentile average.
- *Attachment 2* is a wage map compiled from data gathered through the U.S. Bureau of Labor and Statistics listing area medians.
- *Attachment 3* is the organizational chart for the expanded Genoa Township Utility Department showing these positions.

## **Conclusion**

This research was completed to ensure that proposed wages are in alignment with the respective positions within the sewer and water operational staff across the region. Research of current market conditions, staffing, and historical information along with industry standards support our recommended rate structure.

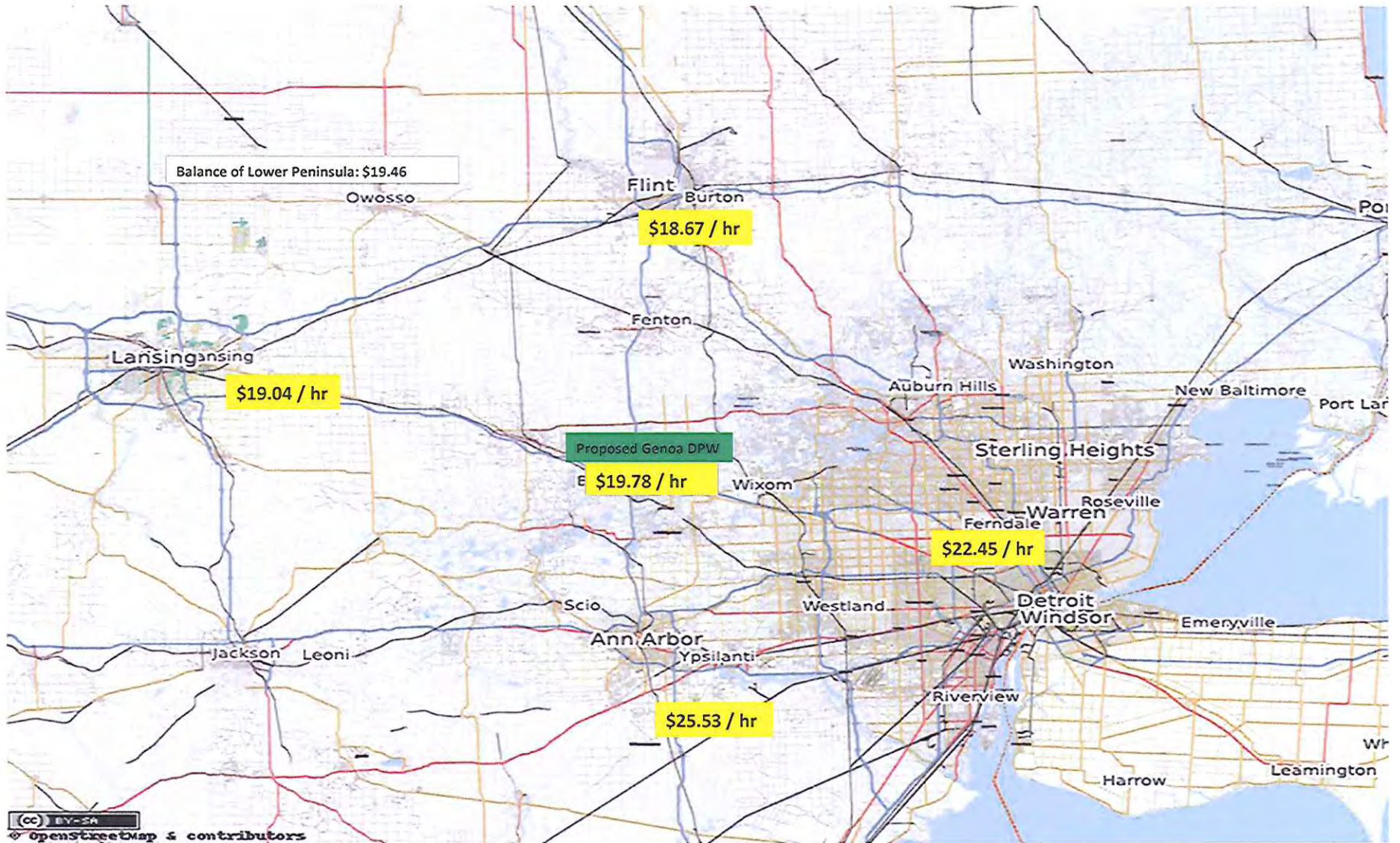
Based on the above explanation and the attached documents, please consider the following motion:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Township Utility Department wage schedule for the sewer and water operational staff with a start date of April 9th, 2011.

Attachment 1  
**PROPOSED HOURLY WAGE STRUCTURE**

DIVISION/POSITION	HOURLY START RATES		
	MINIMUM PAY RATE	WAGE STUDY (50th Percentile)	MAXIMUM PAY RATE
<b>WASTEWATER TREATMENT DIVISION</b>			
WWTP Supervisor (SALARY)	\$24.00	\$25.26	\$30.00
WWTP Senior Operator	\$20.00	\$19.90	\$24.00
WWTP Operator IV	\$18.00	\$18.31	\$20.00
WWTP Operator III	\$16.00	\$16.76	\$18.00
WWTP Operator II	\$14.00	\$15.53	\$16.00
WWTP Operator I	\$12.00	\$13.55	\$14.00
<b>WATER TREATMENT DIVISION</b>			
WTP Supervisor (SALARY)	\$24.00	\$25.26	\$30.00
WTP Senior Operator	\$20.00	\$19.90	\$24.00
WTP Operator IV	\$18.00	\$18.31	\$20.00
WTP Operator III	\$16.00	\$16.76	\$18.00
WTP Operator II	\$14.00	\$15.53	\$16.00
WTP Operator I	\$12.00	\$13.55	\$14.00
<b>FIELD SERVICES DIVISION</b>			
Senior Distribution Supervisor (SALARY)	\$22.00	\$22.93	\$27.00
Senior Collection Supervisor (SALARY)	\$22.00	\$22.93	\$27.00
Field Operator IV	\$18.00	\$18.72	\$20.00
Field Operator III	\$16.00	\$17.05	\$18.00
Field Operator II	\$14.00	\$15.71	\$16.00
Field Operator I	\$12.00	\$14.07	\$14.00
<b>FACILITIES COORDINATOR</b>			
Facilities & Equipment Coordinator (SALARY)	\$18.50	\$18.60	\$22.00
SUMMER INTERN	\$10.00		\$12.00
SUMMER INTERN	\$10.00		\$12.00

Attachment 2  
MEDIAN WAGE MAP OF MID-SOUTH EAST MICHIGAN



# Utility Department Organization Chart

