

GENOA CHARTER TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
MARCH 7, 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: 02-21-11
3. Request to accept and approve the Howell Area Parks and Recreation Authority fiscal year 2011-2012 budget.
4. Request for approval to submit to Howell Parks and Recreation payment of \$62,790 for Genoa Charter Township's participation in the program.

Approval of Regular Agenda:

5. Request for approval of Resolution #3 to Approve Project, Cost Estimates, Special Assessment District and Causing the Special Assessment Roll to be Prepared for the East and West Crooked Lakes Aquatic Weed Control Reimbursement Special Assessment Project.
6. Request for approval of Resolution #4 to Acknowledging the Filing of the Special Assessment Roll, Scheduling the Second Public Hearing, and Directing the Issuance of Statutory Notices for the East and West Crooked Lakes Aquatic Weed Control Reimbursement Special Assessment Project.
7. Request for approval of an amendment to the Building Permit Fee Schedule.
8. Request for approval to adopt the Genoa Charter Township Employee Handbook effective March 7, 2011 and cancel the Genoa Charter Township Employee Handbook Adopted May 21, 1990 and subsequent amendment.
9. Request for approval of change in Oak Pointe and Lake Edgewood water and sewer rates.
10. First review of the budget projections for the fiscal year of April 1, 2011 thru March 31, 2012.
11. Request for authorization for publication and to set public hearing for March 21, 2011 at 6:30 p.m. for approval of the 2011/2012 budget.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE :March 7, 2011

TOWNSHIP GENERAL EXPENSES: Thru March 7,2011	\$42,436.82
March 1, 2011 Monthly Payroll	\$12,590.80
March 4, 2011 Bi Weekly Payroll	\$37,578.65
OPERATING EXPENSES: Thru March 7, 2011	\$55,872.30
TOTAL:	<u>\$148,478.57</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27140	SOM-TRE	State Of Mich- Dept Of Treasur	02/22/2011	3,366.82
27141	Equitabl	Equivest Unit Annuity Lock Box	03/01/2011	20.00
27142	Administ	Total Administrative Services	03/04/2011	869.19
27143	Equitabl	Equivest Unit Annuity Lock Box	03/04/2011	455.00
27144	LivCTrea	Livingston County Treasurer	03/02/2011	26,674.77
27145	ARCHINAL	Michael Archinal	03/02/2011	500.00
27146	CARDM	Chase Card Services	03/02/2011	1,750.34
27147	COMCAST	COMCAST	03/02/2011	94.03
27148	HUMPHT	Tesha Humphriss	03/02/2011	200.00
27149	HUNTR	ROBIN HUNT	03/02/2011	41.36
27150	Lincoln	Lincoln National Life Ins Co.	03/02/2011	1,371.18
27151	SHELL	Shell	03/02/2011	944.33
27152	SKOLAR P	Paulette Skolarus	03/02/2011	58.50
27153	VERIZONW	Verizon Wireless	03/02/2011	274.12
27154	AMER IMA	American Imaging, Inc.	03/07/2011	14.18
27156	CONTINEN	Continental Linen Service	03/07/2011	76.46
27157	DTE EN	DTE Energy	03/07/2011	173.87
27158	DTE LAKE	DTE Energy	03/07/2011	2,438.84
27159	Kilpela	Jeff Kilpela	03/07/2011	40.00
27160	Larzeler	David Larzelere	03/07/2011	20.00
27161	MAA	Michigan Assessors Association	03/07/2011	150.00
27162	MASTER M	Master Media Supply	03/07/2011	711.32
27163	Net serv	Network Services Group, L.L.C.	03/07/2011	157.50
27164	P.T.S.	P.T.S.	03/07/2011	224.99
27165	Perfect	Perfect Maintenance Cleaning	03/07/2011	923.00
27166	PRINTING	PRINTING SYSTEMS	03/07/2011	137.78
27167	Rux	Clint Rux	03/07/2011	30.00
27168	Sicilano	Tony Sicilano	03/07/2011	40.00
27169	TRI COUN	Tri County Cleaning Supply Inc	03/07/2011	158.36
27170	WALMART	Walmart Community	03/07/2011	207.38
27171	WASTE MA	Waste Management	03/07/2011	276.00
27172	WasteMan	Waste Management of Michigan	03/07/2011	37.50

**Report Total: 42,436.82**

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 02/23/2011 - 11:55

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10054	EFT-FED	EFT- Federal Payroll Tax	03/01/2011		1,798.03 520.38 768.18 179.66 179.66
Check 10054 Total:					3,445.91
10055	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/01/2011		384.79
Check 10055 Total:					384.79
27141	Equitabl	Equivest Unit Annuity Lock Box	03/01/2011		20.00
Check 27141 Total:					20.00
10056	FIRST NA	First National Bank	03/01/2011		8,690.10 50.00
Check 10056 Total:					8,740.10
Report Total:					12,590.80



First National  
Direct Deposit  
MARCH 1, 2011  
Monthly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$8,740.10	
Adam Van Tassel		\$521.17
Gary McCririe		\$2,232.17
H.J. Mortensen		\$1,160.82
Jean Ledford		\$761.74
Paulette Skolarus		\$3,078.79
Steve Wildman		\$324.00
Todd Smith		\$661.41
Total Deposit		<u>\$8,740.10</u>

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 02/25/2011 - 14:58

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27142	Administ	Total Administrative Services	03/04/2011		869.19
			Check 27142 Total:		869.19
10057	AETNA LI	Aetna Life Insurance & Annuity	03/04/2011		25.00
			Check 10057 Total:		25.00
10058	EFT-FED	EFT- Federal Payroll Tax	03/04/2011		4,081.43 1,488.18 2,196.82 513.78 513.78
			Check 10058 Total:		8,793.99
10059	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/04/2011		499.80
			Check 10059 Total:		499.80
27143	Equitabl	Equivest Unit Annuity Lock Box	03/04/2011		455.00
			Check 27143 Total:		455.00
10060	FIRST NA	First National Bank	03/04/2011		325.00 2,745.00 23,865.67

Check 10060 Total:

26,935.67

Report Total:

37,578.65

**First National  
Direct Deposit  
MARCH 4, 2011  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,076.87
Amy Ruthig		\$1,042.46
Angela Williams		\$653.37
Carol Hanus		\$1,224.57
Dave Estrada		\$996.87
David Miller		\$1,919.20
Debbie Hagen		\$462.21
Deborah Rojewski		\$2,394.05
Dennis Smith		\$268.27
Diane Zerby		\$490.89
<b>Genoa Township</b>	<b>\$26,935.67</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		\$710.46
Tammy Lindberg		\$961.18
Tesha Humphriss		\$1,161.52
<b>Total Deposit</b>		<b>\$26,935.67</b>

**#504 DPW RESERVE FUND**  
**Payment of Bills**  
February 16 through March 2, 2011

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

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
February 16 through March 2, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/17/2011	1612	FASTENAL COMPANY	Inv MIBRG58642	-34.29
Check	02/17/2011	1613	Carol Hanus	Toll free # and internet service February 2011	-123.69
Check	02/17/2011	1614	LOWE'S	January 2011 statement	-1,489.43
Check	02/17/2011	1615	Pfeffer-Hanniford-Palka	Services from Dec 16, 10 - Feb 10, 2011	-600.00
Check	02/18/2011	1616	Fenton Trading Post, Inc.	Purchase of Utility trailer for Utility Dept	-1,275.00
Check	02/25/2011	1617	State of Michigan	Vehicle and Trailer registration & plates	-244.00
Check	02/25/2011	1618	Greg Tarara	VOID: Replace broken phone - Insurance deductible	0.00
Check	02/25/2011	1619	Greg Tatara	Replace broken phone - Insurance deductible	-89.00
Check	03/02/2011	1620	Chase Card Services	Adobe Acrobat for Windows - charged on Twp card	-274.98
Check	03/02/2011	1621	WIRELESS ZONE HOWELL	Blackberry Pouch - DPW	-31.99
Check	03/02/2011	1622	Verizon Wireless	Jan 13 - Feb 12, 2011 cell phone charges	-325.86
<b>TOTAL</b>					<b>-4,488.24</b>

**#593 LAKE EDGEWOOD W/S FUND**  
**Payment of Bills**  
February 16 through March 2, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/17/2011	1897	AT&T	Jan 8 - Feb 7, 2011	-269.25
Check	02/17/2011	1898	Consumers Energy	Service from 1/8/2011 - 2/7/2011	-1,064.49
Check	02/17/2011	1899	Mancuso & Cameron	RE: Davita Matter	-35.26
Check	03/02/2011	1900	AT&T	517-552-0012	-46.31
Check	03/02/2011	1901	Brighton Analytical L.L.C.	Inv 0211-71071	-77.00
Check	03/02/2011	1902	SEVERN TRENT ENVIRONMENTAL SERVICES, II	Inv STES 2052102	-8,234.82
Check	03/02/2011	1903	STANDARD ELECTRIC COMPANY	Inv 1710569-00	-5.18
<b>TOTAL</b>					<b>-9,732.31</b>

**#592 OAK POINTE WATER / SEWER  
CAPITAL IMPROVEMENT**

**Payment of Bills**

February 16 through March 2, 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

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

**Payment of Bills**

February 16 through March 2, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/17/2011	2014	AT & T	Phone charges Jan 2 - Feb 7, 2011	-442.74
Check	02/17/2011	2015	DTE ENERGY	Electric Service Dec 29, 10 - Jan 27, 2011	-6,619.86
Check	02/17/2011	2016	ALEXANDER CHEMICAL CORPORATION	Inv 0447966-IN	-1,940.00
Check	02/17/2011	2017	BRIGHTON ANALYTICAL	Feb 3, 2011 invoices	-134.00
Check	02/17/2011	2018	EVERGREEN OUTDOOR, INC	Feb 1 - Feb 6, 2011 invoices	-565.00
Check	02/17/2011	2019	GRUNDY ACE OF HOWELL	Inv #'s 68732 & 69213	-115.96
Check	02/17/2011	2020	STANDARD ELECTRIC	Inv 1710578-01	-55.65
Check	02/18/2011	2021	MICHIGAN CAT	Inv SD570552391	-456.96
Check	03/02/2011	2022	AT & T	Phone charges Jan 14 - Feb 19, 2011	-220.77
Check	03/02/2011	2023	SEVERN TRENT ENVIRONMENTAL SERVICES, It	Inv #'s STES 2052101 & 2052103	-31,100.81
<b>TOTAL</b>					<b>-41,651.75</b>

**#595 PINE CREEK W/S FUND**

**Payment of Bills**

February 16 through March 2, 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 21, 2011

MINUTES

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

A Call to the Public was made with the following response: Boyd Buchanan – I am a member of the Home Builders Association in Livingston County. Your discussion this evening includes the adoption of an ordinance designating the township as an enforcing agency for the Michigan Construction Code. This action will create higher fees than the County. The Governor's new budget proposal asks for inter-governmental agreements and the Township is going in the wrong direction. The County building department functions well and is effective. We are asking that you reconsider this proposal.

Jim Rowell – I work in the County Building Department and am a Township resident. I appreciate everything that is done by the Township in this community. The County was never approached concerning any issues with the Building Department. Permits will still be needed from the County and there is the concern with increased costs should Genoa move forward. For instance your permits for decks are double ours. Also, you have hired a part-time inspector when that position requires full-time work.

Mike Archinal – Our fees will be commensurate with the County. We have hired a permanent part-time inspector and full-time service will be provided contractually through an arrangement.

Steve Craine – I am concerned that we will not be able to re-schedule an inspection without additional cost. McCririe – You will be able to reschedule at no additional cost.

Boyd Buchanan – The County Building Department is 100% improved over a year ago. Please reconsider this action.

Dave Domas (County Commissioner) – I am disappointed to see continued severance between the County and the Township. We made changes at the County level and we feel that we can work this out if the Township is willing.

Todd Smith – We have had problems with the County Building Department for thirteen years. The biggest issue is the timeliness of issuing permits - often it takes ten to thirteen weeks. We feel that this process can be done more efficiently at the Township level. Our goal is and has always been customer service. We feel that applications should be turned around in seven to ten days.

**Approval of Consent Agenda:**

Moved by Mortensen, supported by Wildman, to approve all items listed under the consent agenda as requested. The motion carried unanimously.

**1. Payment of Bills**

**2. Request to approve minutes: 02/07/11**

**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:**

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

**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.**

Moved by Ledford, supported by Hunt, to have Ledford abstain from any action on this resolution since there is a personal benefit to her lake parcel. The motion carried unanimously.

Moved by Smith, supported by Skolarus, to approve Resolution No. 1 (To proceed with the project and direct the preparation of plans and cost estimates and set the first public hearing).

The first public hearing will be set for March 7, 2011. Skolarus asked that the annual fee be set at \$50.00 per year to cover the cost of the initial set-up of the district since the Township will be advancing funds initially from the General Fund. The motion carried by roll call vote as follows: Ayes – Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Abstain – Ledford.

**6. Request for approval and adoption of an ordinance # 110221-A to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code.**

Moved by Smith, supported by Wildman, to approve Ordinance 110221-A as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

**7. Request for approval of an amendment to the Building Permit Fee Schedule.**

Moved by Smith, supported by Ledford, to table the Building Permit Fee Schedule until the next regular meeting of the board so that a determination can be made that the fees are equal to or less than those used by the County. The motion carried unanimously.



**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.**

VanMarter indicated that the United Way has proposed a conditional rezoning on their property which would restrict the use to a very limited number of office type uses. The current zoning is Low Density Residential and Ms. VanMarter feels the Conditional Rezoning is more appropriate for this parcel given its past and present office use. Both the Township and County Planning Commission have recommended approval.

A. Adoption of Ordinance #Z-11-02.

Moved by Smith, supported by Wildman, to adopt Ordinance No. Z-11-02 as submitted. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

B. Disposition of rezoning agreement.

Moved by Skolarus, supported by Hunt, to approve the rezoning request as submitted. The motion carried unanimously.

C. Disposition of impact assessment

Moved by Smith, supported by Ledford, to approve the impact assessment as submitted. The motion carried unanimously.

D. Disposition of site plan

Moved by Smith, supported by Ledford, to approve the site plan as submitted. The motion carried unanimously.

**9. Request for approval of ordinance # Z-11-01 for amendments to Zoning Ordinance Articles 3 and 11.**

VanMarter explains the proposed amendments to the ordinance. Article 3 is proposed to be amended to allow for a home occupation to be conducted within an accessory building to encourage and promote the growth of new business in the Township. Article 11 is proposed to be amended to regulate the use of Outdoor Furnaces and ensure that they will not have a negative impact on surrounding properties. The Township Planning Commission and Livingston County Planning Commission have both recommended approval of these amendments to the Township Board.

Moved by Hunt, supported by Wildman to approve Ordinance Z-11-01 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

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

VanMarter indicates the Ordinance was reviewed by staff and legal counsel and minor changes were made to clarify the voting requirements to meet statute. The Ordinance is recommended for approval.

Moved by Ledford, supported by Smith, to approve the adoption of Ordinance No. 110221-B as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

**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.**

VanMarter informs the Board that MDOT has set July 1, 2011 as the deadline for right-of-way certification. Multiple plan revisions and technical acquisition requirements due to the use of Federal and State funding for the project has made local efforts to acquire difficult. VanMarter recommends approval of the contract with FirstROW to assist in acquisition efforts. The funding for FirstROW, Inc. will be taken from the balance of the 1 million dollars allocated for this project.

Moved by Smith, supported by Ledford, to approve the authorization to proceed with a contract between First ROW, Inc. and Genoa Charter Township to assist in the acquisition of right of way for the Latson Road Interchange with the costs as quoted. The motion carried unanimously.

**12. Request for approval to adopt a resolution 110221-C 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 as requested by Greg Tatara.**

Tatara – We serve approximately 15,000 people with an operating budget of two million. Our bonding counsel Jim Kiefer has reviewed these documents and has no objections or concerns. Moved by Smith, supported by Mortensen, to approve the resolution 110221 – C (approving the Master Operating Agreement and the Water System and Terminating Certain Prior Agreements) as submitted. This action is subject to a review by Kiefer to determine that there is no liability concerning our relationship with other townships and their debt. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

**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.**

Moved by Skolarus, supported by Smith, to approve the execution of the Utility Services Agreement between Genoa Charter Township and MHOG (Marion, Howell, Oceola and Genoa) Sewer and Water Authority and the Genoa-Oceola Sewer and Water Authority. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

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

Moved by Skolarus, supported by Smith, to approve the wage schedule, beginning 04/09/2011 as submitted by Tataru. The motion carried unanimously.

Member Discussion: Smith asked that Hunt review the accounts held with First National Bank. Hunt will review the request and report back to the board. Archinal advised the board that the next yard waste collection will include evergreen seedlings that will be given freely to residents participating in the collection. He also stated that Standard and Poors had changed our rating from AA- to AA.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:55 p.m.



Paulette A. Skolarus  
Genoa Township Clerk

(press/argus 02/25/2011)

**Howell Area Parks & Recreation Authority**  
**PROPOSED BUDGET 2011-2012**

**INCOME**

Dept. 751 - Recreation Department

AMENDED (FEB)  
 PROJECTED  
 YEAR END

PROPOSED

Account Number	Description	Year End 2008-2009	Year End 2009-2010	Budget 2010-2011	Budget 2011-2012
587.001	Marion Township Participation*	59,314	61,925	61,740	62,790
587.002	Genoa Township Participation*	59,314	61,925	61,740	62,790
587.003	Oceola Township Participation	100,000	100,000	100,000	100,000
587.005	City of Howell Participation	100,000	100,000	100,000	100,000
649.000	Teen Center Concession Sales	5,105	4,466	4,500	4,500
649.001	Amusement Park Ticket Sales	4,191	0	0	0
649.002	Aquatic Center Concession Sales	0	1,470	3,000	3,000
680.000	Beach and Park Concession Sales	3,882	8,839	9,000	9,000
649.003	Brochure Advertisement	1,487	1,144	1,500	1,500
650.001	Program Fees SPORTS	122,767	109,930	115,000	115,000
650.002	Program Fees ENRICHMENT	63,990	69,687	70,000	70,000
650.003	Program Fees SPECIAL EVENTS	43,129	57,236	65,000	65,000
650.004	Program Fees SUMMER CAMP	32,637	17,560	18,000	18,000
650.005	Program Fees TEEN	570	1,750	1,750	1,750
650.006	Genoa Soccer Field Rentals	1,255	180	1,500	1,500
651.004	Building Rental Fees	25,859	21,034	15,000	15,000
651.005	Program Fees/Membership SENIORS	5,472	6,495	6,500	6,500
651.007	Preschool Tuition & Program Fees	43,144	45,605	45,000	45,000
665.000	Investment Interest	810	305	300	300
671.002	Misc. Revenue	237	2,426	2,000	2,000
675.003	Donations GENERAL	3,999	799	500	500
675.009	Donations SENIORS	1,624	2,365	2,500	2,500
675.010	Donations TEENS	19,031	1,416	1,500	1,500
675.011	Donations COMMUNITY GARDEN	0	154	0	0
675.012	United Way TEENS	8,650	8,200	13,385	13,385
675.013	United Way SENIORS	11,000	10,505	9,000	9,000
675.015	Preschool Fundraising	723	275	0	0
675.026	Gift Certificate	0	314	0	0
675.034	Disc Golf Fundraising	0	0	11,300	0
676.006	Senior Postage Reimbursement	25	0	0	0
677.003	Senior Travel Fees	2,030	0	1,000	1,000
678.010	Sponsorship Fees	14,100	14,142	14,500	14,500
678.012	Membership Fees	580	289	0	0
678.013	Youth Scholarship Fund	670	0	500	500
678.015	Senior Newsletter Advertising	600	1,075	1,000	1,000
678.020	Genoa Township Maintenance Reimbursement (SELGRA)	242	1,373	2,500	2,500
680.002	Aquatic Center Management Fee	0	105,524	105,000	105,000
678.021	Beach/Boat Launch Management Fee	17,200	43,880	43,000	43,000
		\$ 753,637	\$ 862,279.00	\$ 887,215.00	\$ 878,015.00

\*Recognizes a 1.7% CPI

**EXPENSE**

Dept. 751 - Recreation Department

AMENDED (FEB)  
 PROJECTED  
 YEAR END

PROPOSED

Account Number	Description	Year End 2008-2009	Year End 2009-2010	Budget 2010-2011	Budget 2011-2012
702.000	Salary & Wages - BUILDING/SITE SUPERVISORS	52,358	44,790	49,875	50,000
702.001	Salary & Wages - PROGRAMMING & MANAGEMENT	203,028	200,827	192,850	193,000
702.023	Salary & Wages - PRESCHOOL	31,119	29,802	29,450	29,500
702.025	Salary & Wages - SUMMER CAMP	19,792	15,852	15,000	15,000
702.026	Salary & Wages - TEEN	13,180	16,247	13,300	13,300
702.027	Salary & Wages - SENIOR	7,674	8,144	7,600	7,600
702.028	Salary & Wages - BEACH/BOAT LAUNCH	17,378	33,102	35,000	35,000
702.029	Salary & Wages - AQUATIC CENTER	0	60,103	65,000	65,000
714.004	ICMA Retirement	14,913	15,298	15,000	15,000
717.000	Fringe Benefits	73,972	84,123	85,000	85,000
727.000	Office Supplies	5,743	6,928	6,000	6,000
730.000	Postage	11,784	20,409	15,000	15,000
740.000	Operating Supplies - GENERAL	8,346	2,194	2,000	2,000
740.003	Operating Supplies - T-SHIRTS	10,144	18,703	25,000	25,000
740.016	Operating Supplies - AMUSEMENT PARK TICKETS	4,049	0	0	0
740.028	Operating Supplies - PRESCHOOL	2,588	2,504	2,500	2,500
740.030	Operating Supplies - SPORTS	3,789	2,490	2,000	2,000
740.031	Operating Supplies - ENRICHMENT	3,978	1,569	1,000	1,000
740.032	Operating Supplies - SENIORS	2,118	2,531	2,500	2,500
740.033	Operating Supplies - SUMMER CAMP	3,208	2,119	2,500	2,500
740.034	Operating Supplies - DISC GOLF	0	0	5,500	5,500
740.035	Operating Supplies - SPECIAL EVENTS	32,583	45,542	45,000	45,000
740.036	Operating Supplies & Concessions- TEENS	6,092	6,200	6,200	6,200
740.037	Concession Supplies - BEACH	2,407	4,602	4,500	4,500
740.038	Operating Supplies - AQUATIC CENTER	0	0	0	0
740.039	Concession Supplies - AQUATIC CENTER	0	1,363	1,500	1,500
751.000	Gasoline	944	742	1,000	1,000
801.000	Professional Services	29,755	26,250	15,000	15,000
804.000	Contractual Services	6,993	5,210	5,000	5,000
804.008	Contractual Services - INSTRUCTORS	30,130	39,639	40,000	40,000
804.009	Contractual Services - OFFICIALS/REFEREES	6,887	7,371	7,000	7,000
804.010	Contractual Services - FIELD MAINTENANCE	10,565	15,392	15,000	15,000
840.000	Dues, Subscriptions & Memberships	2,347	1,908	2,000	2,000
850.000	Telephone	7,801	8,317	8,000	8,000
850.008	Internet & Cable	1,707	2,343	2,500	2,500
860.000	Travel	5,636	9,200	5,000	5,000
860.001	Senior Travel Expense	0	0	0	0
900.000	Printing, Publishing & Marketing	36,053	30,301	20,000	20,000
910.000	Insurance	12,624	16,214	20,000	20,000
920.000	Utilities/Electricity - BENNETT	9,347	10,096	10,000	10,000





## **Howell Area Parks & Recreation Authority 2010 Annual Report to the City of Howell, Oceola Township, Genoa Township and Marion Township**

Four municipalities (the City of Howell, Oceola, Marion and Genoa Townships) joined forces back in 2006 creating the Howell Area Parks & Recreation Authority. Our goal then as it is now...to provide our community with the very best in recreational programs and leisure time activities. On July 1, 2008 the Howell Area Parks & Recreation Authority took its first steps as a stand alone organization and transitioned out of a department within the City of Howell. The Authority board which consists of five board members representing the City of Howell, Oceola Township, Genoa Township, Marion Township and the Howell Public Schools, continues to develop policies and procedures that keeps our organization operating with high professional standards. We have documented over 77,000 individuals taking advantage of our youth and adult sports leagues, enrichment classes, aquatic classes, beach and boat launch patronage, special events, teen center, senior center, preschool and summer day camp. (The 2010 participation report is attached for your perusal.)

### **Budget**

Our annual revenue budget for 2010-2011 is \$879,365 and our expense budget is \$849,910 showing a net increase of \$29,455 at the end of the fiscal year in June 2011. We have an approximately \$40,000 deficit which we are hoping to erase with a 2 year deficit elimination plan having been accepted by the State of Michigan.

Our operating budget is supported not only by participation fees but by healthy contributions that are provided by four municipalities. The City of Howell and Oceola Township each contribute \$100,000 to the overall operations, while Genoa and Marion Township each contribute \$61,000. In recognition of these contributions, we have adopted a three tier participation fee structure that we feel provides an equitable solution to the differences between contributing members and non-contributing government entities. Residents of the four municipalities that are members of the Authority are afforded a lower participation fee because approximately half of their program participation fee is already paid for through their local unit of government. Marion and Genoa Township resident fees are approximately 30% lower than non-resident rates, and the City of Howell and Oceola Township resident fees are 50% lower than non-resident rates.

## **Staffing**

The Howell Area Parks & Recreation Authority has 3 full-time staff members – the Director, Sports Director and Enrichment Director. We have 4 staff members who work part time in the front office whom also handle the finance/bookkeeping duties and marketing responsibilities. We employ 2 part-time staff members at our Teen Center, 1 part-time staff member in our Senior Center, 2 part-time staff members to direct and teach in our preschool, and numerous building/site supervisors. In August 2009, we have also added a full-time Aquatic Center director and 2-3 building/site supervisors at the pool. In the summer, we increase our employee population by hiring seasonal staff including 5-6 individuals to run our Summer Day Camp, and 10-12 individuals to manage the Howell City Park beach/boat launch. Our staff is supplemented by hundreds of volunteers.

In 2010, we successfully recruited and hired qualified candidates for our Senior Center Coordinator, Teen Center Director, Preschool Director, and for our front office. We also hired new staff members for the positions of Beach Front Supervisor, Summer Camp Director, Summer Camp Counselors, Building/Site Supervisors and Beach/Boat Launch attendants.

## **Master Plan**

The 5 year master plan of the Howell Area Parks & Recreation Authority was completed in August 2008 and was accepted by the Department of Natural Resources and the 4 municipalities that make up the Authority in January/February 2009. We continue to assess park acquisition and development projects in our community that we would apply for funding through the DNR grant process.

## **Contract Services with the City of Howell**

The Howell Area Parks & Recreation Authority continues to contract some administrative services with the City of Howell including financial, IT and human services. The City currently receives an annual reimbursement from the Authority in the amount of \$10,000 for these services. The Authority also contracts with the City of Howell for snow removal and grass mowing at both Bennett Recreation Center and Barnard Community Center.

## **Volunteers**

Over 9100 hours of volunteer time was recorded equaling \$183,545 of inkind help (based on research done by Independent Sector which estimates each hour a volunteers time as being worth \$20.13/hour) during the past year. In recognition of this, we held our 3rd annual RECreation REcognition REception in November 2010 and recognized 7 individuals and organizations who were extremely active within our organization.

Volunteer of the Year: Tom Strombaugh

Corporate Sponsor of the Year: MediLodge of Howell

Organizational Volunteers of the Year: Boy Scout Troop 364

Coach of the Year: Eric and Janey Boeving

Senior of the Year: Polly Austin

Teen of the Year: Leah Jacobs

Instructor of the Year: Paul Christensen

### **Leases for Athletic Fields in Genoa and Oceola Township**

The Howell Area Parks & Recreation Authority entered into two leases on January 1st for a five year period with Oceola Township and a two year period with Genoa Township for the management, maintenance, and scheduling of the athletic fields that were built by each of the townships in 2008. A separate joint user agreement has been pending for the Genoa Township Athletic Fields between SELCRA and the Authority to share expenses and management.

### **Aquatic Center Management Contract**

In 2009, the Howell Area Parks & Recreation Authority was approached by the Howell Public Schools administration to outline a proposal to manage the Howell Area Aquatic Center to help reduce costs associated with the current structure. In August 2010, we signed another two year management agreement with HPS for the Aquatic Center and we have increased programming and marketing for Aquatic Center programs during the ensuing years.

### **Beach/Boat Launch Management Contract**

A management agreement with the City of Howell was reached in May 2010 for the Howell Area Parks & Recreation Authority to manage the Howell City Park Beach Front and the Boat Launch. The City of Howell contracted with the Authority for \$43,000 to hire a part-time seasonal Beach Front Supervisor and 12-14 part-time seasonal staff members to operate the entrance gate at Howell City Park, operate the entrance gate at the Boat Launch, operate and clean the restroom and concession facilities at the beach, clean up the goose droppings on the beach, provide weekly water testing, deposit revenues collected, work in collaboration with the Fire Department to set up and take down the buoys and rope lines, and other duties that were assigned for a smooth and efficient operation during the summer of 2010. All entrance fee revenue continued to be deposited with the City of Howell, the concession revenue and expenses became the responsibility of the Authority. We also took over for a small additional fee, the pavilion rental responsibilities.

### **Awards**

In late 2010, the Michigan Recreation and Parks Association recognized the Howell Area Parks & Recreation Authority for its promotional work on the Headless Horseman 5K/10K. The actual award will be given to the Authority at the MRPA conference in February 2011.

### **Communications**

We continue to keep lines of communication open with our constituents by producing a weekly e-mail newsletter sent to over 5000 patrons and participants with news and information from the Howell Area Parks & Recreation Authority. We continue to receive great reviews and comments each week and are still averaging about a 30% open rate. We have also continued to update our facebook page where we are able to connect with close to 800 "friends" on a daily basis. Our website is updated daily.

We successfully produced a winter 2010, spring/summer 2010 and fall/winter 2010/2011 program guide which were distributed to over 25,000 households by direct



mail, and to all elementary age children in the Howell Public Schools through their Friday packets.

### **Scholarship and Reduced Fee Policy**

The Howell Area Parks & Recreation Authority established a viable strategy to address the needs of children who are not able to participate in our programs because of economic conditions. The Howell Area Parks & Recreation Authority board of trustees adopted a scholarship policy that is designed to provide financial assistance to children who wish to experience and participate in our recreational activities and programs. So that we can serve as many individuals as possible that live in the City of Howell, Genoa, Marion and Oceola Township, each family showing need is limited to a maximum scholarship of \$50 per child per year or \$150 per family per year. We awarded over \$500 in scholarships during 2010 thanks to a donation by the Howell Rotary Club.

### **Enrichment Classes**

In 2010 we were able to start many new partnerships while providing quality enrichment programs. Every year we look to offer new and exciting programming opportunities. We continue to offer programs in arts, dance, martial arts, photography, continuing education, dog obedience, exercise, gymnastics, horseback riding, music, safety/first aid, and skating. With the start of 2011 we are looking forward to again expand and explore new enrichment programs for the Howell community. We were also awarded two grants from the DNR in 2010, one for ORV (Off Road Vehicle) safety and one for the after-school archery program.

### **Sports Leagues, Clinics and Events**

The Howell Area Parks and Recreation Authority Sports department has put on many events that have benefited the citizens of Howell. As we have in the past we run sports leagues for children in pre-school up to adults including soccer, flag football, softball, basketball, and volleyball. Throughout the school year, we also provide 2 nights of drop in basketball, and 1 evening of drop in volleyball at local gyms. We also provide classes in tennis and golf. We are also working in partnership to offer coaches clinics/training in soccer with the Howell Revolution.

The sports department also runs special events which include MLB Pitch, Hit and Run, NFL Punt, Pass and Kick and the Flip and Flop Fishing tournament, the Crosstown Kids Triathlon as well as the Headless Horseman 5K/10K. The sports department continues to add new and exciting programs each year. In 2010, we introduced an indoor triathlon in February which was a partnership between the Aquatic Center and the Authority. We also received a grant and special equipment from the National Parks & Recreation Association to offer golf for children and archery equipment.

We also enjoyed offering opportunities for active recreation in 2 new clubs during the past year – Cycle Howell is a biking club that gathers once a month and goes for extended bike rides as a group. Upwards of 50 riders come together for these cycling events. We also established with Mt. Brighton a Ski & Snowboarding Club. We have over 75 members that have signed up and having a permanent club in the Howell area.

### **Special Events**

The special events that took place in 2010 gave us a great opportunity to take our events and think outside the box. Our highlight of the year was our 33rd Annual Howell Melon Run with us hitting a new record of over one thousand runners! We also were

able to add some new events to the calendar last year with the great success of Dinner with Dean, Senior Spelling Bee, free outdoor family movies at Howell City Park, and horse trail riding at Marion Oaks. 2010 also gave us the chance to improve, reinvent and recreate some of our existing special events like the Holiday in the Park, 3rd Annual Buck Pole, the Moonglow and Marshmallow Drop, Twilight Tours of Lakeview Cemetery and Tiny Tot Track and Field into events that had great impact on the community.

### **Senior Center**

The Senior Center membership has been slowly growing since its incorporation 4 years ago and we now boast close to 300 active members. We also secured a \$9,000 grant from the United Way for services and staffing. Food and bread donations are received daily from VG's, Pepperidge Farms and Gleaners. We also receive other cash and gift card donations to help purchase supplies for the senior center like coffee, CD/DVD's, paper products, etc. Programs include an active travel program, bingo, exercise, bridge, computer classes, craft classes, and socializing. Thirty new chairs were donated from Chem Trend in early 2011.

### **Teen Center**

Since the installation of the Internet Café at the Teen Center, attendance has increased each day ranging from 6<sup>th</sup> grade – 12th grade. We continue to promote a no-fee policy for teens that attend during the day from 2:30 p.m. – 6 p.m. Monday – Friday during the school year. We continue to hold monthly late night events on the first Friday of every month that draw anywhere from 20-40 youth who pay to participate. On the last day of school in June, we celebrated with our Last Day Breakaway at its new location (Bennett Recreation Center) and then we closed the Teen Center during the summer months due to funding shortfalls. A \$13,500 grant from the United Way was secured for staffing and services. This was close to a \$5,000 increase which allowed us to open the Teen Center ½ hour earlier for the entire year.

### **Preschool**

The Howell Recreation Preschool & Learning Center offers 3, 4 and 5 year olds social and cognitive skills to prepare each child for success in school. Last year we made changes to create additional opportunities for more families in our community to attend. We have combined 3, 4 and 5 year olds in the same classes. This promotes children to progress by skill not age, which keeps children engaged and supports self esteem. Our enrollment has stabilized and proven to be successful in affordability and opportunity. We are pleased to have a full enrollment for the second year in a row, and continue to strive for improvements to better serve our community. A new preschool director was hired in August 2010.

### **Summer Day Camp**

In our 3rd year of Summer Day Camp, we instituted a full 10 week program at the Barnard Community Center from mid-June through the end of August. Close to 20 children ages 5-10 attended each week. Daily walking trips for swimming and beach activities took place at Howell City Park and Beach.

### **Partnerships - Melon Festival**

The Howell Area Parks & Recreation Authority took an active role in the core committee that took over the Howell Melon Festival after the Jaycees turned it over to the DDA in March 2009. This event was a highlight of the summer as we incorporated changes to the 33rd Howell Melon Run and brought the start/finish line right downtown creating a vibrant opening to the festival. The Authority also added new events to the line up

including: the 2nd annual Doc May Commemorative Bike Ride (15 miles), a sand melonball (volleyball) tournament at West Street Park, and trebuchet competition!

### **Partnerships - Legend of Sleepy Howell**

Another great event that the Authority partnered with the DDA on was the Legend of Sleepy Howell. To capture the real story of the Legend of Sleepy Howell, we incorporated a nighttime run, called the Headless Horseman 5K/10K. Close to 800 runners came out to participate in its second year – more than doubling the participation from the 1<sup>st</sup> year. The race route began at the PNC Bank behind the historic Livingston County Courthouse, and leading the runners out of the gate was a horse and rider dressed as the Headless Horseman. The route took the runners north on State Street to Thompson into City Park through the Lakeview Cemetery (lit by luminaries) and then back to the start line.

Howell Area Parks & Recreation Authority - 2010 Program Participation Counts

	Marion Township	City of Howell	Oceola Township	Genoa Township	Non-Residents	Drop in or Free Programs or Township not Identified	Total
<b>WINTER 2009/2010 (Dec., Jan, Feb., March, April)</b>							
"Four on the Floor" Dog Obedience				2			2
AARP Senior Taxes	15	59	8	31	75		188
Babysitter's Training	3	2	3	1	1		10
Ballroom Dancing	1	4	3		9		17
Basics of Digital Photography	4	2	7	2			15
Beginner Belly Dance Class	1	2	7	2	4		16
Boater Safety	3	3	7	3	4		20
Boy's Basketball	54	49	68	41	30		242
Bridge Lessons	2	7	12	1	12		34
Brunch & Learn	1	8		2	5		16
Brunch & Lunch	3	5	3		6		17
Capitol Tour & Clara's	4	6	1	6	1		18
Cardio Kickboxing		1		1	1		3
Chair Exercise	4	47	17	2	2		72
Christmas Shopping & Lunch	2		4	1			7
Classic Film (Dec)						13	13
Classic Film (April)						15	15
Classic Film (February)						27	27
Classic Film- (Jan)						15	15
Classic Film (March)						9	9
Crafts & Laughs (Feb)	1	1		4	6		12
Crafts & Laughs (March)	1	5			2		8
Crafts & Laughs (April)	1	4		3	3		11
Co-Ed Volleyball League	19	5		13	10		47
Creative Movement for Exercise		9					9
Detroit Tigers Game	3	8	4	4	4		23
Downtown Howell Historic Tour	2	1	3	2	2		10
Drop-In Tai Chi 12/09 though 8/3/10	20	29	20		60		129
E-Bay Basics	3		4				7
Fat Tuesday	1						1
Firekeepers Casino	5	2	4	7	10		28
Fitness Consulting	4	5	7	2			18
Florida Gulf Coast Vacation					3		3
For the Love of Horses			1				1
Glass Etching		1					1
Greektown Casino	4			2	4		10
Gymnastics	13	16	14	2			45
Hip N' Fit	1	1	5	1			8
Historical Church Tour	3						3
Holiday in the Park (attendance)	135	1053	135	119	1054		2496
Holiday in the Park(trees sold)	6	22	3	2	9		42
Ice Fishing Tournament	5	1	5	4	11		26
Indoor Garage Sale (tables sold)	4	4	3	3	2		16
Indoor Walking Club	19	43		1	1		64
Intro to Computers & Internet	4	5			1		10
Intro to Laptops & Digital Cameras	1		1	2			4
Jump Rope	4	2	1				7
Just Breathe Classes		3	12		3		18
Just Once Guitar	2	3	1	1	2		9
Kil's Tae Kwon Do	1	3	3	2	1		10
Kindermusk		1	1				2
Lego's & Lunch	10	9	7	4	9		39
Love Your Pet Photo Contest	6	10	20	13	13		62
Lunch & Learn (Jan)						17	17
Lunch & Learn (Feb)						16	16
Lunch & Learn (April)	4	4	1	4	12		25
Lunch & Learn (March)	4	7	1	3	4		19
Marion Oaks Horse Trail Riding (Feb-March)	3				3		6
Men's 30 & Over Basketball League	5	14	4	7	34		64
Moon Glow/Marshmallow Drop	68	84	75	144	217		688
New Odyssey	2			2	2		6
Ohana Karate	4	5	1				10
One Stroke Painting-Lighthouse	1		1				2
One-Stroke Acrylic Painting Cottage	1	1					2
One-Stroke AcrylicKids Landscape	1	1			2		4
Open Computer Class Q & A	1	1			1		3
ORV Safety Class	1	2	2		3		8
Piano Class		4			1		5
Pre-Season Soccer Kick-Off Clinic	6	20	12	6	6		50
Saganing Eagles Casino	8	2		2	2		14
Sanchin Ryu's Karate	4	27	11	3	7		52

Selling on Ebay	3		4				7
Senior Center Daily Activity (Dec 2009 - April 2010) non-members	17	99	64	28	113		321
Senior Center Daily Activity (December 2009 - April 2010) Members	541	982	78	374	662		2637
Intro to Word	1	1			2		4
Santa Calling (2009)	43	20	49	39	39		190
Skating		4	2	3			9
Skating (Rollerama)		8	2				10
Ski Club Participation						9	9
Snowmobile Safety	2		2	1	4		9
Splash & Dash Indoor Triathlon	5	3	3	3	48		62
St. Patrick's Day Celebration	5	13	2	9	10		39
Sweetheart Dances	93	102	163	120	127		605
Tae Kwon Do for Beginners	1	7	1	2	13		24
Tai Chi-Drop In	36	44	21	1	35		121
Teen Center Daily Activity (December 2009 - April 2010)						2868	2868
Teen Center Late Night - April						21	21
Teen Center Late Night - December						30	30
Teen Center Late Night - February						29	29
Teen Center Late Night - January						21	21
Teen Center Late Night - March						7	7
The Cherille Sisters Signature Show	2						2
The Truth About Estate Planning		2					2
Turkeyville	5	5		2	7		19
VA Aid & Assistance					2		2
Valentine's Day Craft	1	1		4	6		12
Watercolor for Advanced Beginners/Intermediate	3		2	2			7
Women's Volleyball League	8	5	10	5	23		51
World Tai Chi Day						18	18
Youth Dance Classes	6	8	13	1	3		31
<b>TOTAL WINTER PARTICIPATION</b>	<b>1260</b>	<b>2947</b>	<b>918</b>	<b>1051</b>	<b>2748</b>	<b>3116</b>	<b>11931</b>

SPRING/SUMMER 2010 (May, June, July, August)	Marion Twp	City of Howell	Osceola Twp	Genoa Twp	Non-Residents	Drop-In or Free Programs or Township Not Identified	Total
"Howell at the Moon"						45	45
2D Game Design	1		1	2	3		7
33rd Annual Melon Run	106	146	80	104	592		1028
8th Annual Aquathlon	7	2	6	5	127		147
American Cane System		2					2
Babysitting Training	2	2	4	3	10		21
Ballroom Dancing		1	2	2			5
Basics of Digital Photography	1	5	1	2	3		12
Basics of Selling on Ebay	1	3		2	2		8
Beach (Howell City Park)	1447	12569	7437	1428	1408		24289
Beginner Belly Dance Class		2	4	1	3		10
Boater Safety	3		7	3	4		17
Bridge Lessons	2	3	3	1	7		16
Chain of Lakes Boat Tour	2	2	3	2	1		10
Chair Exercise	3	48	4	8	3		66
Challenger Soccer Camp	5	2	3	2	2		14
Classic Film Series (August)						6	6
Classic Film Series (May)						15	15
Classic Film Series (June)						4	4
Classic Film Series (July)						7	7
Co-Ed Softball	6	18	5	18	21		68
Crafts & Laughs (Aug)	3	7		3	5		18
Crafts & Laughs (July)	1	5		2	2		10
Crafts & Laughs (June)	3			1	2		6
Crafts & Laughs (May)	1	1	1		1		4
Creative Movement		8			1		9
Crosstown Kids Triathlon	7	8	5	6	122		148
Detroit Tiger Game June 17	2	4	2	9	5		22
Detroit Tigers Game August	2	3		5	13		23
Doc May Commemorative Bike Ride	6	9	6	8	29		58
Drop-In Tai Chi	38	79	49	5	98		269
Estate Planning Basics	2		3	1			6
Firekeepers Casino	6	3	2		15		26
Fitness Consulting	8	6	3	1	1		19
Fixed Income Investing for Seniors	1	1			1		3
Flag Football League	7	11	10	7	6		41
Flip n' Flop Fishing Tournament	12	16	22	7	41		98
For the Love of Horses				1			1
Four on the Floor			2				2
Genesee Belle Lunch Cruise	8	4		5	3		20
Golf for Beginners		2	2	1			5
Gymnastics	8	16	12	3			39
High Definition Painting (Water Lilies)		2					2
Holland Trip	5	4		8	5		22
Home Bartending 101		3	3				6
Horse Camp	1		1				2
Howell at the Moon						50	50
Hunter Safety	9	5	16	3	24		57
Intro to Karate/Preschool	5	3	2		2		12
Intro to Microsoft Word		1		2	1		4
Junior Golf Lessons	5	8	25	3	2		43
Just Breathe Exercise	2						2
Kil's Tae Kwon Do	2	5	4	3			14
Last Day Breakaway	18	54	22	21	38		153
Legos & Lunch		3	3	1	3		10
Lunch & Learn (Aug)	3	7		2	5		17
Lunch and Learn (July)	3			1	2		6
Lunch and Learn (May)	3	1	1	2	3		10
Melon Festival Volleyball Tournament (Count is teams)		4			1		5
Men's 30 & Over Soccer	8	4	2	9	36		59
Motor City Casino	8	9	1	2	8		28
Movie Poster Sale						200	200
Movies in the Park (June-August)						1300	1300
Ohana Karate	5	4	2		2		13
One Stroke Painting Class		3	1	1	1		6
ORV Safety Training					4		4
Pilates	3		2				5
Pom Pon by Howell Varsity	8	6	8	5	2		29
Protect Yourself from the Cost of LTC	1				2		3
Puzzles, Pizza and Pop Party	1	3		1	2		7
Sanchin Systems		12	2	4	4		22
Selling on Ebay	1	3	2	2			8
Senior Center Daily Activity (May 2010 - Aug 2010) non-members	7	127	12	17	43		206

Senior Center Daily Activity (May 2010 - Aug 2010) members	395	614	42	238	333		1622
Skateboard Camp	6	15	10	5	1		37
Skating Classes	1	2		1			4
Ski Club Members						74	74
Soaring Eagle Casino & Resort	11	8			5		24
Spring Soccer League	111	122	165	92	89		579
Spring Soccer League	112	121	168	92	98		591
Tae Kwon Do for Beginners		5	2	4	12		23
Tall Ships Celebration	2	5		1	4		12
T-Ball Clinic	6	14	15	4	3		42
Teen Center (Dairy Queen Trip)						4	4
Teen Center Daily Activity (May 2010 - August 2010)						834	834
Tennis	4	1	3	1	1		10
Tennis Camps	2		7	3	1		13
The Great Perennial Drive						25	25
The Glenn Miller Story(July)							0
The Purple Rose	10	1	1	6	4		22
Tiny Tot Track & Field	13	73	14	7	25		132
Trains of West Virginia Trip					2		2
UK Soccer Camp	5	2	3				10
VA Aid & Assitance	2						2
Waldenwoods Summer Picnic	2	4		2	5		13
Walk Michigan	6	18	6	4	17		51
Watercolor-Intermediate/Beginner	1			2			3
What's Up with Amateur Astronomy	4				2		6
Woodcarving 101			1		1		2
Youth Dance Classes	3	1	3				7
<b>Total Spring/Summer Participation</b>	<b>2495</b>	<b>14265</b>	<b>8228</b>	<b>2197</b>	<b>3324</b>	<b>2664</b>	<b>33062</b>

FALL 2010 Participation (Sept., October, Nov. Dec)	Marion Twp	City of Howell	Oceola Twp	Genoa Twp	Non-Residents	Drop-In or Free Programs or Township Not Identified	Total
3rd Annual Buck Pole (Deer)	4		1		6		11
3rd Annual Buck Pole (Free attending)						350	350
4th Annual Turkey Stroll	11	22	3	1	38		75
Acrylic Painting	2				1		3
Archery	5	3		1			9
Ausable River Queen Color Tour	3	3	1	3	6		16
Babysitting Training	3	1	2	1			7
Ballroom Dancing	2	4	8	2	2		18
Basics of Selling on eBay	1	3	2	1	2		9
Beginner Bellydance	2	3	1		5		11
Beginners Spanish	1	2	1	1			5
Bob Hope Bavarion Inn	3	6		3	3		15
Bridge Lessons	6	2	8	2	13		31
Cathy's English Tea						21	21
Chair Exercise	1	73	1	10			85
Christmas Brunch						84	84
Classic Film & Lunch (Oct)						4	4
Classic Film & Lunch (Sept)						6	6
Classic Film (Dec)						3	3
Classic Film (Nov)						6	6
Co-Ed Volleyball	11	4	1	5	8		29
Computer Classes	3		1		1	5	10
Crafts & Laughs (Sept)		1					1
Crafts & Laughs(Nov)						9	9
Crafts & Laughs(Oct)		4		2			6
Crafts & Laughs (Dec 2010)	1	5		4			10
Creative Movement for Exercise	4	13		2			19
Cycle Howell	23	26	1		20		70
Detroit Tigers	3	13	4	12	5		37
Diana-A-Celebration	2	1		1			4
Dinner with Barry	11	20	7	16	17		71
Downtown Howell HistoricTour	2			3			5
Drive-In Movie	4	6	13	12	20		55
Drop-In Basketball						405	405
Drop-In Volleyball						336	336
Fall Flag Football	4	5	13	4	5		31
Fall Soccer	45	47	80	36	25		233
Firekeepers	9	7	2	2	8		28
Fitness Consulting	2	8	3	1			14
Flu Shot Clinic						18	18
Girl's Basketball League grades 1-5	19	19	37	13	5		93
Great Lake Crossing	5	1	1	4	6		17
Guitar Hero Competition						69	69
Gymnastics	3	11	19	1			34
Teen Center Halloween Party						27	27
Headless Horseman	40	50	44	49	536		719
Holiday in the Park (Trees)	9	39	5	4	20		77
Holiday in the Park (attendance)	395	1092	451	381	831		3150
Horseback Riding Lessons			1	1			2
Hunter Safety (2 sessions)	18	14	30	11	47		120
Indoor Garage Sale (Tables Sold)	4	2	1	6	3		16
Investing/Retirement		1	1		1		3
Jiffy & Teddy Bear Tour	7	4	1	4	7		23
Just Breathe-Exercise		1	3	5			9
Kil's Tae Kwon Do	5		4	6	3		18
Learn to Draw		1			1		2
Learn to Skate			1				1
Lunch & Learn (Sept)						4	4
Lunch & Learn-Transportation (Oct)						8	8
Lunch & Learn Winter Weatherization (Nov)						6	6
Lunch & Learn (Dec)						5	5
Mary Poppins(Trip)	4				10		14
Men's 30 & Over Soccer	8	4	2	9			23
Men's 30 & Over Basketball	5	14	4	7	34		64
Motor City	1	7		1	5		14
New York City	2	3		3			8
November Late Night(Teen Center)						17	17
Ohana Karate		1	1		1		3
Punt, Pass and Kick						35	35
Sanchin-Ryu Karate	1	14	4		5		24
Santa Calling (2010)	38	20	31	33	50		172
Senior Center Daily Activity (Sept 2010 -Dec 2010) non-members	21	120	12	19	74		246
Senior Center Daily Activity (Sep 2010 - Dec 2010) members	278	632	47	251	269		1477



Senior Spelling Bee (Free)							8	8
Snowmobile Safety	2	2	4	3	9			20
Soaring Eagle Casino	4	6	1	1	2			14
Southern Exposure	4	2	1	7	8			22
Tae Kwon Do for Beginners		5	2	4	12			23
Teen Center Late Night (Sept)						25		25
Teen Center Late Night (Oct)						32		32
Teen Center Late Night (Nov)						15		15
Teen Center Halloween Party						27		27
Teen Center (Digital Camera)						4		4
Teen Center (Bowling)						9		9
Teen Center Daily Activity (Sept 2010 -Dec 2010)						2200		2200
Tai Chi Drop-in	23	26	57		40			146
The Great Perennial Divide (Free)						25		25
Trick or Treating						200		200
Turkey Stroll	11	22	3	1	38			75
Turkeyville		4		4	4			12
Twilight Tours	36	102	50	28	69			285
VA Aid & Assistance		1			1			2
Veteran's Day Ceremony and Lunch						16		16
Web Base Classes			1		1			2
West Side Story	3			1	3			7
Women's 30 & Over Soccer	2	3	1	8	60			74
Women's Volleyball	7	8	13	1	25			54
Woodcarving		1	1					2
Youth Dance Classes	6	7	11	5	4			33
Aquatic Center Classes, Lessons, Exercise, Swims January 1-Dec 31 2010								
Splash Aerobics						2134		2134
Lap Swim						4133		4133
Morning Aerobics						1542		1542
7am Strength						820		820
Adult Swim O Rama						3038		3038
Chair Yoga						397		397
Arthritis H2O						663		663
Deep H2O						1281		1281
Open Swim						2649		2649
Family Swim						896		896
Mid Week Plunge						197		197
Sculpt and Tone M						288		288
Land Circuit W						97		97
Flick and Float						300		300
Monster Splash						104		104
Cycling						188		188
Stretch and Strength						109		109
Pathway						144		144
Tri Master						238		238
Fit Moves						164		164
Fit Ball						4		4
Land Circuit M						90		90
Pre-Natal						16		16
Yoga						140		140
Kickbox						5		5
Amp it Up						7		7
Parrot Fish						170		170
Queen Angel Fish						194		194
Lion Fish						224		224
Star Fish						159		159
Blow Fish						87		87
Level III Swim Lessons						67		67
Level V Swim Lessons						N/A	N/A	
Level IVV Split Swim Lessons						20		20
Swim with Santa						23		23
Total Fall 2010 Participation	1129	2521	998	998	2369	24567		32570
<b>TOTAL 2010 Participation</b>	<b>4884</b>	<b>19703</b>	<b>10144</b>	<b>4244</b>	<b>8441</b>	<b>30236</b>		<b>77652</b>
<b>Participation without Beach attendance</b>	<b>3437</b>	<b>7134</b>	<b>2707</b>	<b>2816</b>	<b>7033</b>	<b>30236</b>		<b>53363</b>
<b>TOTAL 2009 Participation</b>	<b>4130</b>	<b>18763</b>	<b>9450</b>	<b>3489</b>	<b>6527</b>	<b>7780</b>		<b>50119</b>
<b>Increase in Participation from 2009 to 2010</b>	<b>753</b>	<b>940</b>	<b>714</b>	<b>755</b>	<b>1914</b>	<b>2256</b>		<b>27533</b>

March 7 - Agenda  
62,790.00 - Genoa Twp

Howell Area Parks & Recreation Authority  
PROPOSED BUDGET 2011-2012

INCOME

Dept. 751 - Recreation Department

Account Number	Description	Year End 2008-2009	Year End 2009-2010	AMENDED (FEB)	
				PROJECTED YEAR END	PROPOSED
587.001	Marion Township Participation*	59,314	61,925	61,740	62,790
587.002	Genoa Township Participation*	59,314	61,925	61,740	62,790
587.003	Oceola Township Participation	100,000	100,000	100,000	100,000
587.005	City of Howell Participation	100,000	100,000	100,000	100,000
649.000	Teen Center Concession Sales	5,105	4,456	4,500	4,500
649.001	Amusement Park Ticket Sales	4,191	0	0	0
649.002	Aquatic Center Concession Sales	0	1,470	3,000	3,000
680.000	Beach and Park Concession Sales	3,882	8,839	9,000	9,000
649.003	Brochure Advertisement	1,487	1,144	1,500	1,500
650.001	Program Fees SPORTS	122,767	109,930	115,000	115,000
650.002	Program Fees ENRICHMENT	63,990	69,687	70,000	70,000
650.003	Program Fees SPECIAL EVENTS	43,129	57,236	65,000	65,000
650.004	Program Fees SUMMER CAMP	32,637	17,560	18,000	18,000
650.005	Program Fees TEEN	570	1,750	1,750	1,750
650.006	Genoa Soccer Field Rentals	1255	180	1,500	1,500
651.004	Building Rental Fees	25,859	21,034	15,000	15,000
651.005	Program Fees/Membership SENIORS	5,472	6,495	6,500	6,500
651.007	Preschool Tuition & Program Fees	43,144	45,605	45,000	45,000
665.000	Investment Interest	610	305	300	300
671.002	Misc. Revenue	237	2,426	2,000	2,000
675.003	Donations GENERAL	3,999	799	500	500
675.009	Donations SENIORS	1,624	2,365	2,500	2,500
675.010	Donations TEENS	19,031	1,416	1,500	1,500
675.011	Donations COMMUNITY GARDEN	0	154	0	0
675.012	United Way TEENS	8,650	8,200	13,385	13,385
675.013	United Way SENIORS	11,000	10,505	9,000	9,000
675.015	Preschool Fundraising	723	275	0	0
675.026	Gift Certificate	0	314	0	0
675.034	Disc Golf Fundraising	0	0	11,300	0
676.006	Senior Postage Reimbursement	25	0	0	0
677.003	Senior Travel Fees	2,030	0	1,000	1,000
678.010	Sponsorship Fees	14,100	14,142	14,500	14,500
678.012	Membership Fees	580	289	0	0
678.013	Youth Scholarship Fund	670	0	500	500
678.015	Senior Newsletter Advertising	600	1,075	1,000	1,000
678.020	Genoa Township Maintenance Reimbursement (SELGRA)	242	1,373	2,500	2,500
680.002	Aquatic Center Management Fee	0	105,524	105,000	105,000
678.021	Beach/Boat Launch Management Fee	17,200	43,880	43,000	43,000
		\$ 753,637	\$ 862,279.00	\$ 887,215.00	\$ 878,015.00

\*Recognizes a 1.7% CPI

EXPENSE

Dept. 751 - Recreation Department

Account Number	Description	Year End 2008-2009	Year End 2009-2010	AMENDED (FEB)	
				PROJECTED YEAR END	PROPOSED
702.000	Salary & Wages - BUILDING/SITE SUPERVISORS	52,358	44,790	49,875	50,000
702.001	Salary & Wages - PROGRAMMING & MANAGEMENT	203,028	200,827	192,850	193,000
702.023	Salary & Wages - PRESCHOOL	31,119	29,602	29,450	29,500
702.025	Salary & Wages - SUMMER CAMP	19,792	19,792	15,852	15,000
702.028	Salary & Wages - TEEN	13,180	16,247	13,300	13,300
702.027	Salary & Wages - SENIOR	7,674	8,144	7,600	7,600
702.028	Salary & Wages - BEACH/BOAT LAUNCH	17,378	33,102	35,000	35,000
702.029	Salary & Wages - AQUATIC CENTER	0	60,103	65,000	65,000
714.004	ICMA Retirement	14,913	15,298	15,000	15,000
717.000	Fringe Benefits	73,972	84,123	85,000	85,000
727.000	Office Supplies	5,743	6,928	6,000	6,000
730.000	Postage	11,784	20,409	15,000	15,000
740.000	Operating Supplies - GENERAL	8,346	2,194	2,000	2,000
740.003	Operating Supplies - T-SHIRTS	10,144	18,703	25,000	25,000
740.016	Operating Supplies - AMUSEMENT PARK TICKETS	4,049	0	0	0
740.028	Operating Supplies - PRESCHOOL	2,588	2,504	2,500	2,500
740.030	Operating Supplies - SPORTS	3,789	2,490	2,000	2,000
740.031	Operating Supplies - ENRICHMENT	3,978	1,569	1,000	1,000
740.032	Operating Supplies - SENIORS	2,118	2,531	2,500	2,500
740.033	Operating Supplies - SUMMER CAMP	3,208	2,119	2,500	2,500
740.034	Operating Supplies - DISC GOLF	0	0	5,500	5,500
740.035	Operating Supplies - SPECIAL EVENTS	32,583	45,542	45,000	45,000
740.036	Operating Supplies & Concessions- TEENS	6,092	6,200	6,200	6,200
740.037	Concession Supplies - BEACH	2,407	4,602	4,500	4,500
740.038	Operating Supplies - AQUATIC CENTER	0	0	0	0
740.039	Concession Supplies - AQUATIC CENTER	0	1,363	1,500	1,500
751.000	Gasoline	944	742	1,000	1,000
801.000	Professional Services	29,755	26,250	15,000	15,000
804.000	Contractual Services	6,993	5,210	5,000	5,000
804.008	Contractual Services - INSTRUCTORS	30,130	39,639	40,000	40,000
804.009	Contractual Services - OFFICIALS/REFEREES	6,887	7,371	7,000	7,000
804.010	Contractual Services - FIELD MAINTENANCE	10,565	15,382	15,000	15,000
840.000	Dues, Subscriptions & Memberships	2,347	1,908	2,000	2,000
850.000	Telephone	7,801	8,317	8,000	8,000
850.008	Internet & Cable	1,707	2,343	2,500	2,500
860.000	Travel	5,636	9,200	5,000	5,000
860.001	Senior Travel Expense	0	0	0	0
900.000	Printing, Publishing & Marketing	36,053	30,301	20,000	20,000
910.000	Insurance	12,624	18,214	20,000	20,000
920.000	Utilities/Electricity - BENNETT	9,347	10,095	10,000	10,000

920.001	Utilities/Gas - BENNETT	7,086	5,613	6,000	6,000
920.002	Utilities/Water-Sewer - BENNETT	971	1,261	1,250	1,250
920.003	Utilities/Rubbish - BENNETT	1,502	1,616	1,500	1,500
920.006	Utilities/Gas - BARNARD	6,316	5,939	6,000	6,000
920.007	Utilities/Electricity - BARNARD	5,365	3,388	3,500	3,500
920.008	Utilities/Rubbish - BARNARD	1,162	1,326	1,500	1,500
920.009	Utilities/Water-Sewer - BARNARD	1,260	725	1,000	1,000
930.000	Grounds Maintenance - BENNETT & BARNARD	4,640	3,390	5,000	5,000
931.000	Building Repair, Maintenance & Supplies	8,776	13,762	10,000	10,000
940.000	Equipment Rental & Maintenance	3,776	3,206	3,500	3,500
942.001	Portable John Rental	678	1,827	2,000	2,000
956.000	Miscellaneous	139	135	250	250
956.003	Online Credit Card Charges & Fees for software maintenance	9,908	14,698	15,000	15,000
957.000	Education/Trainings	1,462	2,518	2,500	2,500
960.002	Purchases from Donations - SENIORS	380	1,097	0	0
960.005	Purchases from Donations - TEENS	15,469	0	0	0
960.007	Purchases from Fundraising - PRESCHOOL	0	204	0	0
964.001	Program Refunds	3,232	5,215	5,000	5,000
965.000	Facility Rentals (Howell Public Schools & other venues)	14,121	14,545	14,500	14,500
980.000	Office Equipment	448	262	0	0
980.004	Computer Hardware	3,791	3,692	2,000	2,000
980.005	Computer Software	403	0	0	4,000
		\$ 781,918	\$ 882,834.00	\$ 860,275.00	\$ 864,600.00

Revenue over Expenses

(528,281.00)	0	\$ 26,940.00	\$ 13,415.00
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[Resolution No. 3 – (East and West Crooked Lakes) Aquatic Weed Control Program  
Reimbursement Special Assessment Project (2011)]

**TOWNSHIP OF GENOA**

At a regular meeting of the Township Board of the Genoa Charter Township, Livingston County, Michigan, (the “Township”) held at the Township Hall on March 7, 2011, at 6:30 p.m., there were

PRESENT: McCririe, Skolarus, Hunt, Mortensen, Ledford, Smith, Wildman

ABSENT: None

The following preamble and resolution were offered, and seconded by

**Resolution Approving Project, Cost Estimates, Special Assessment District and Causing the Special Assessment Roll to be Prepared**

WHEREAS, the Board of Trustees of the Township has approved the Aquatic Weed Control project within the Township as described in Exhibit A (the “Project”);

WHEREAS, preliminary plans and cost estimates for the Project have been filed with the Township Clerk;

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

WHEREAS, the Township Board has tentatively determined to proceed with the Project;

WHEREAS, the Township held a public hearing on the Project and the proposed special assessment district (the “Special Assessment District”) for the Project on March 7 2011;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board approves the completion of the Project and approves the plans and cost estimates for the Project, which are on file with the Township Clerk and which are identified as “Plans and Cost Estimates for the East and West Crooked Lake Aquatic Weed Control Improvement Project and Reimbursement Special Assessment Project (2011).

2. The Township Board determines that the Special Assessment District for the Project shall consist of the parcels identified in Exhibit B. The term of the Special Assessment District shall be for five years.

3. The Township Supervisor is directed to prepare the Special Assessment Roll for the Special Assessment District identified in Exhibit B. The Special Assessment Roll shall describe all the parcels of land to be assessed with the names of the respective record owners of each parcel, if known, and the total amount to be assessed against each parcel of land. When the Township Supervisor completes the Special Assessment Roll, he shall affix his certificate to the roll, which certificate shall be substantially in the form of Exhibit C to this resolution.

4. All resolutions or parts of resolutions in conflict with this resolution are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe.

NO: None.

ABSENT: None.

#### CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the 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 of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (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.

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Paulette A. Skolarus, Genoa Township Clerk

EXHIBIT A

DESCRIPTION OF PROJECT  
A FOUR YEAR SPECIAL ASSESSMENT DISTRICT  
WITH PROJECTED COSTS AS FOLLOWS:

The project (the "Project") will consist of:

1. Fluridone treatment for Eurasian Watermifoil, Curly leaf Pondweed, DEQ permits, township printing and publishing, and with water quality analysis at a cost of approximately \$115,000.00 to be divided equally to all parcels within the district on an annual basis. *Note: The cost to individual parcels is expected to be \$50.00 annually.*

## Exhibit B

The Project is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map (included) and includes the specific properties that are identified by the following permanent parcel numbers:

## Exhibit A

### Parcel Number

4711-21-201-007	4711-21-400-021	4711-22-201-020	4711-22-301-004
4711-21-201-008	4711-21-401-001	4711-22-201-022	4711-22-301-007
4711-21-201-009	4711-21-401-002	4711-22-201-025	4711-22-301-009
4711-21-201-010	4711-21-401-004	4711-22-201-026	4711-22-301-010
4711-21-201-011	4711-21-401-006	4711-22-201-027	4711-22-301-015
4711-21-201-055	4711-21-401-008	4711-22-201-031	4711-22-301-017
4711-21-201-056	4711-21-401-012	4711-22-201-032	4711-22-301-043
4711-21-201-057	4711-21-401-015	4711-22-201-033	4711-22-301-046
4711-21-201-058	4711-21-401-021	4711-22-201-034	4711-22-302-001
4711-21-201-059	4711-21-401-023	4711-22-201-036	4711-22-302-002
4711-21-201-060	4711-21-401-024	4711-22-201-038	4711-22-302-003
4711-21-201-061	4711-21-401-026	4711-22-201-039	4711-22-302-004
4711-21-201-062	4711-21-401-027	4711-22-201-041	4711-22-302-008
4711-21-201-063	4711-22-100-010	4711-22-201-042	4711-22-302-009
4711-21-201-064	4711-22-100-012	4711-22-201-045	4711-22-302-010
4711-21-201-065	4711-22-100-013	4711-22-201-046	4711-22-302-011
4711-21-201-066	4711-22-100-014	4711-22-201-048	4711-22-302-012
4711-21-201-067	4711-22-100-015	4711-22-201-049	4711-22-302-013
4711-21-201-068	4711-22-100-016	4711-22-201-051	4711-22-302-014
4711-21-201-069	4711-22-100-017	4711-22-201-052	4711-22-302-015
4711-21-201-070	4711-22-100-018	4711-22-201-053	4711-22-302-016
4711-21-201-071	4711-22-100-021	4711-22-201-054	4711-22-302-017
4711-21-201-072	4711-22-100-022	4711-22-202-001	4711-22-302-018
4711-21-201-073	4711-22-100-023	4711-22-202-003	4711-22-302-036
4711-21-201-074	4711-22-100-024	4711-22-202-004	4711-22-302-037
4711-21-201-075	4711-22-102-133	4711-22-202-006	4711-22-302-038
4711-21-201-076	4711-22-102-134	4711-22-202-008	4711-22-302-039
4711-21-203-006	4711-22-102-135	4711-22-202-009	4711-22-302-040

4711-21-203-007	4711-22-102-136	4711-22-202-010	4711-22-302-041
4711-21-203-008	4711-22-102-137	4711-22-202-011	4711-22-302-042
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4711-28-406-013	4711-28-406-060
4711-28-406-014	4711-28-406-061
4711-28-406-015	4711-28-406-062

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**Certificate**

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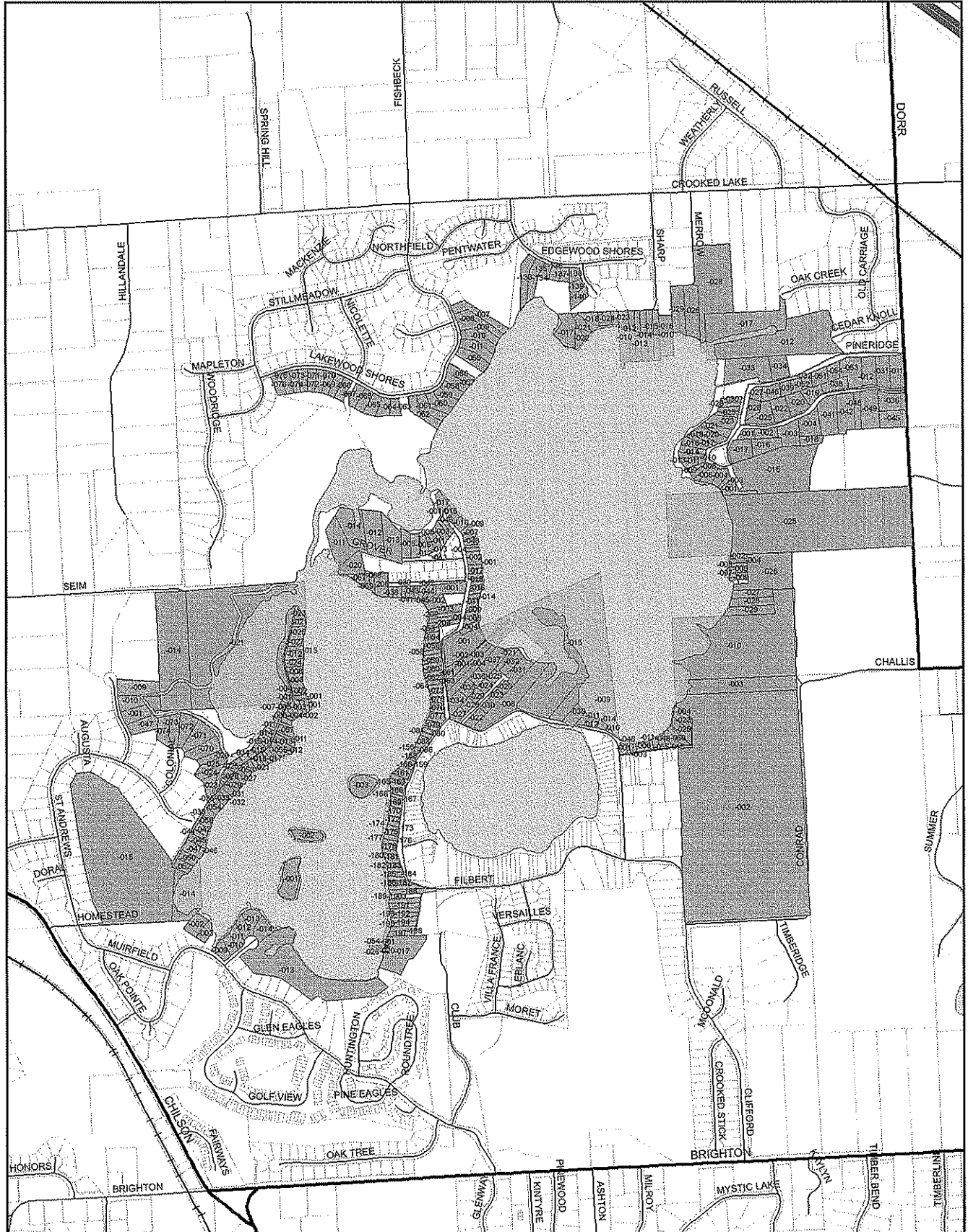
I, the undersigned, Supervisor of Genoa Township, Livingston County, Michigan (the "Township"), acting pursuant to a resolution duly adopted by the Township Board of the Township on March 7, 2011 (the "Resolution") certify that (1) the attached special assessment roll for the East and West Crooked Lake Aquatic Weed Control Project and Reimbursement Special Assessment Project (2011) Special Assessment District, to which this Certificate is affixed, was made pursuant to the Resolution and (2) in making such roll, I have, according to my best judgment, conformed in all respects to the directions contained in the Resolution and the statutes of the State of Michigan, including Act No. 188, Public Acts of Michigan, 1954, as amended.

Dated: March 7, 2011

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Gary McCririe  
Genoa Township Supervisor

# East and West Crooked Lake Aquatic Weed Control Proposed SAD



## Legend

-  Lake
-  Proposed Weed Control Special Assessment Parcels



## Mike Archinal

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**From:** r.musch@dowcorning.com  
**Sent:** Friday, February 25, 2011 3:39 PM  
**To:** Mike Archinal  
**Subject:** Tri Lakes Aquatic Weed Control Project

Mike, I didn't sign the petition for the weed control primarily due to the fact I know very little about the technology and what it can or can't do for the lake. But I will admit we do have a weed issue, what caused it and what we can do about it can be debated. Since you apparently have the signatures I would now question how the cost will be distributed. I would hope you would error on the side of charging all those that will benefit vs. having some of them that have deeded access ride on the shoulders of others. I understand that for the Crandall Sub-division you are charging all those that have access to the lake and I would assume that is not just the current folks that are using the lake access, but also all property owners that have separate lots. Note each non-lake property owner has deeded access rights for each of their lots. There are also homes outside the plated sub that are using the lake and been granted verbal rights that should be considered. So for all owners that have vacant lot(s) you might want to consider them no different than those that have vacant lots on the lake.

With that said I would also like you to consider all the property owners of Oak Point Village. It is my understanding that each of the property owners has access to the lake via the boat slips (approximately 3) that their condo association either lease or owns. They all have the same opportunity to benefit from the weed control efforts no different than anyone else that either has direct or deeded access to the lake. By the fact they live in the Village their condo association has given them rights to use the boats that they moor at the Oak Point boat docks. There might be others around the lakes like North Shore residents that have similar access. You may have already captured them and others like the folks that put in their docks off Anchor Lane and Willow Grove on East Crooked.

I will be absence from the meeting but would like you to consider all landowners as they should all benefit from this program if it works. Based on that fact they should also share in its cost.

Thanks much

Robert Musch  
3500 Pineridge Lane

EXHIBIT B

Genoa Charter Township  
Livingston County, Michigan

NOTICE OF PUBLIC HEARING  
UPON A PROPOSED AQUATIC WEED CONTROL IMPROVEMENT PROJECT  
AND SPECIAL ASSESSMENT DISTRICT FOR THE PROJECT

NOTICE IS HEREBY GIVEN:

(1) The Township Board of Genoa Charter Township, Livingston County, Michigan, in accordance with the laws of the State of Michigan, will hold a Public Hearing on March 7, 2011, at 6:30 p.m., at the Genoa Charter Township Offices, 2911 Dorr Road, Brighton, Michigan 48116, to review the following proposed special assessment district:

GENOA CHARTER TOWNSHIP - TRI-LAKES (East and West Crooked Lakes)  
AQUATIC WEED CONTROL PROJECT  
AND SPECIAL ASSESSMENT DISTRICT (summer 2011)  
(A five-year program with costs as follows)

and to hear any objections thereto and to the proposed project.

The project (the "Project") will consist of:

1. Fluridone treatment for Eurasian Watermiloil, Curly leaf Pondweed, DEQ permits, township printing and publishing, and with water quality analysis at a cost of approximately \$115,000.00 to be divided equally to all parcels within the district on an annual basis. *Note: The cost to individual parcels is expected to be \$50.00 annually.*

2) The Project is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map (included) and includes the specific properties that are identified by the following permanent parcel numbers:

(See Exhibit A identifying  
the parcels to be assessed.)

(3) The Township plans to impose special assessments on the properties located in the Special Assessment District to pay for the costs of the Project.


March 3, 2011

Parcel # 4711-21-201-055

We say yes to Tri-Lakes Aquatic Weed Control  
Project JANICE M TANDRUP - Janice M Tandrup  
ALAN W. TANDRUP - Alan W Tandrup

## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 3/4/11

RE: East and West Crooked Lake Weed Control S.A.D.

Please be advised that I received a verbal objection to the formation of a district from an Edna Nagy of 4136 Highcrest.

(4) The preliminary plans and cost estimates for the proposed Project and the boundaries of the Special Assessment District are now on file in the office of the Township Clerk for public inspection. The Township Board has initiated the Project. Pursuant to the provisions of Public Act 188 of 1954, record owners of land have the right to file written objections to the Project with the Township Board and if written objections are filed by record owners constituting more than 20% of the parcels in the proposed Special Assessment District then the Township Board will not proceed with the Project unless petitions are filed in support of the Project by record owners of land constituting more than 50% of the parcels in the proposed Special Assessment District. Any person objecting to the proposed Project or the proposed Special Assessment District shall file an objection in writing with the Township Clerk before the close of the March 7, 2011 hearing or within such further time as the Township Board may grant.

This notice is given by order of the Genoa Township Board.

FILE AS OBJECTION 6

Dated: February 23, 2011 4711-22-40008 Paulette A. Skolarus  
Genoa Township Clerk

(Press/Argus 02/25/2011 & 03/04/2011)

Resolutions - Notice - Tri-Lakes

P.S. THEY ALSO RAISE THE  
LAKE LEVEL WHICH IS CAUSING  
DAMAGE TO PROPERTY AND HOME.

MY NAME IS RONDA ALLEN AND I DISAGREE WITH THIS PROPOSAL FOR SEVERAL REASONS. I AM A FISHERMAN AND EAT THE FISH FROM THIS WATER. YOU HAVE NOT SUPPLIED ME WITH ENVIRONMENTAL IMPACT STUDYS. TO PROVE WE NEED THIS DUNE. MY PARENTS, GRAND PARENTS, AND GREAT GRAND PARENTS FROM AS EARLY AS 1812 THIS LAKE HAS NEVER NEEDED THIS. IN 1999 TRI LAKE ASSOCIATION ASKED ME TO DUNE THIS SAME TREATMENT I ALSO DISAGREED. THE REASON FOR THE DISAGREEMENT WAS I TOLD THEM THERE WERE ZEBRA MUSCLES IN THE LAKE AND THEY DID NOT BELIEVE ME. SO I HANDED THEM A HANDFULL AND SENT THEM BACK TO THE COMMUNITY. SO ONCE AGAIN I ASK THIS QUESTION: WITH THE ZEBRA MUSCLES EATING PLANT LIFE AND PLANKTON, WHAT GOOD WOULD THIS BE FOR FISH AND WILDLIFE THAT THRIVES ON THIS FOOD. IN THE SUMMER THE OVER LOAD OF BOATS CUT IT DOWN ANYWAY. I AM UNEMPLOYED AND DO NOT WISH TO INCURE ANY MORE COSTS AS IT WOULD BE A HARDSHIP FINANCIALLY. AS FAR AS I CAN SEE THIS LAKE HAS NO SEAWO PROBLEM. THE INVASIVE SPECIES THE ZEBRA MUSCIE IS FAR MORE THE PROBLEM HERE. THE STATE OWNS THE WATER THE STATE SHOULD IF THIS PROPOSAL IS APPROVED PAY FOR IT. ALSO SEE MATH ON BACK SIDE 113000.00



4711-27-100-015	4711-28-200-001	4711-28-202-004	4711-28-406-016
4711-27-100-016	4711-28-200-002	4711-28-202-005	4711-28-406-017
4711-27-100-030	4711-28-200-003	4711-28-202-007	4711-28-406-018
4711-27-100-034	4711-28-201-001	4711-28-202-009	4711-28-406-020
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March 2, 2011


To:  
Genoa Charter Township Board

From:  
T. A. Sweder  
3823 Highcrest  
4711-22-302-013

Reg: Aquatic Weed Control for Crooked Lakes

As a lakefront property owner on East Crooked Lake, my wife and I support the special assessment for weed control of the two lakes. We believe that the minor cost will greatly improve the quality of both lakes for many years.

Regards,

  
Thomas A Sweder

GENOA TOWNSHIP

MAR 02 2011

RECEIVED

[Resolution No. 4 (East and West Crooked Lakes Aquatic Weed Control Project  
Reimbursement Special Assessment Project (2011)]

**TOWNSHIP OF GENOA**

At a regular meeting of the Township Board of the Township of Genoa, Livingston County, Michigan, (the "Township") held at the Township Hall on March 7, 2011, at 6:30 p.m., there were

PRESENT: McCririe, Skolarus, Hunt, Smith, Ledford, Wildman and Mortensen.

ABSENT: None

The following preamble and resolution were offered by Smith, seconded by Ledford.

**Resolution Acknowledging the Filing of the Special  
Assessment Roll, Scheduling the Second Hearing,  
and Directing the Issuance of Statutory Notices**

WHEREAS, the Board of Trustees of the Township has determined to proceed with the road improvement project within the Township as described in Exhibit A (the "Project");

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled "Special Assessment Roll for the East and West Crooked Lakes Aquatic Weed Control Project Reimbursement Special Assessment Project (2011)" (the "Proposed Roll") and has filed the Proposed Roll with the Township Clerk;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board acknowledges that the Township Supervisor has filed the Proposed Roll with the Township Clerk.

2. The Township Board acknowledges that the Township Supervisor has certified that (a) the Proposed Roll was prepared in accordance with the direction of the Township Board and (b) the Proposed Roll was prepared in accordance with the laws of the State of Michigan.

3. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, there shall be a public hearing on the Proposed Roll.

4. The second public hearing will be held on Monday, March 21, 2011, at 6:30 p.m. at the offices of Genoa Charter Township, Livingston County, Michigan.

5. The Township Clerk is directed to mail, by first class mail, a notice of the public hearing to each owner of or party in interest in property to be assessed, whose name appears upon the

last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax purposes which has been reviewed by the Township board of review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed thereon. The notice to be mailed by the Township Clerk shall be similar to the notice attached as Exhibit C and shall be mailed by first class mail on or before March 9, 2011.

6. The Township Clerk is directed to publish a notice of the public hearing in the Livingston County Daily Press & Argus, a newspaper of general circulation within the Township. The notice shall be published twice, once on or before March 18, 2011 and March 25, 2011. The notice shall be in a form substantially similar to the notice attached as Exhibit B.

7. All resolutions or parts of resolutions in conflict with this resolution are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe.

NO: None.

ABSTAIN: Ledford

#### CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the 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 of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (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.

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Paulette A. Skolarus, Genoa Charter Township Clerk

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EXHIBIT A

DESCRIPTION OF PROJECT  
SPECIAL ASSESSMENT DISTRICT  
WITH ANNUAL PROJECTED COSTS AS FOLLOWS:

The project (the "Project") will consist of:

The project (the "Project") will consist of:

1. Fluridone treatment for Eurasian Watermifoil, Curly leaf Pondweed, DEQ permits, township printing and publishing, and with water quality analysis at a cost of approximately \$115,000.00 to be divided equally to all parcels within the district on an annual basis. *Note: The cost to individual parcels is expected to be \$50.00 annually.*

EXHIBIT B

Genoa Charter Township  
Livingston County, Michigan

NOTICE OF PUBLIC HEARING  
UPON A PROPOSED AQUATIC WEED CONTROL IMPROVEMENT PROJECT  
FOR EAST AND WEST CROOKED LAKES  
AND SPECIAL ASSESSMENT DISTRICT FOR THE PROJECT

NOTICE IS HEREBY GIVEN:

(1) The Township Board of Genoa Charter Township, Livingston County, Michigan, in accordance with the laws of the State of Michigan, will hold a Public Hearing on March 21, 2011, at 6:30 p.m., at the Genoa Charter Township Offices, 2911 Dorr Road, Brighton, Michigan 48116, to review the following proposed special assessment district:

GENOA CHARTER TOWNSHIP – East and West Crooked Lakes  
AQUATIC WEED CONTROL PROJECT  
AND SPECIAL ASSESSMENT DISTRICT (summer 2011)  
(A five-year program with costs as follows)

and to hear any objections thereto and to the proposed project.

The project (the “Project”) will consist of:

1. Fluridone treatment for Eurasian Watermifol, Curly leaf Pondweed, DEQ permits, township printing and publishing, and with water quality analysis at a cost of approximately \$115,000.00 to be divided equally to all parcels within the district on an annual basis. *Note: The cost to individual parcels is expected to be \$50.00 annually.*

2) The Project is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map (included) and includes the specific properties that are identified by the following permanent parcel numbers:

(See Exhibit A identifying  
the parcels to be assessed.)

(3) The Township plans to impose special assessments on the properties located in the Special Assessment District to pay for the costs of the Project.

(4) The preliminary plans and cost estimates for the proposed Project and the boundaries of the Special Assessment District are now on file in the office of the Township Clerk for public inspection. The Township Board has initiated the Project. Pursuant to the provisions of Public Act 188 of 1954, record owners of land have the right to file written objections to the Project with the Township Board and if written objections are filed by record owners constituting more than 20% of the parcels in the proposed Special Assessment District then the Township Board will not proceed with the Project unless petitions are filed in support of the Project by record owners of land constituting more than 50% of the parcels in the proposed Special Assessment District. Any person objecting to the proposed Project or the proposed Special Assessment District shall file an objection in writing with the Township Clerk before the close of the March 21, 2011 hearing or within such further time as the Township Board may grant.

This notice is given by order of the Genoa Township Board.

Dated: March 7, 2011

Paulette A. Skolarus  
Genoa Township Clerk

(Press/Argus 03/11/2011 ad 03/18/2011)

Exhibit A

Parcel Number			
4711-21-201-007	4711-21-400-021	4711-22-201-020	4711-22-301-004
4711-21-201-008	4711-21-401-001	4711-22-201-022	4711-22-301-007
4711-21-201-009	4711-21-401-002	4711-22-201-025	4711-22-301-009
4711-21-201-010	4711-21-401-004	4711-22-201-026	4711-22-301-010
4711-21-201-011	4711-21-401-006	4711-22-201-027	4711-22-301-015
4711-21-201-055	4711-21-401-008	4711-22-201-031	4711-22-301-017
4711-21-201-056	4711-21-401-012	4711-22-201-032	4711-22-301-043
4711-21-201-057	4711-21-401-015	4711-22-201-033	4711-22-301-046
4711-21-201-058	4711-21-401-021	4711-22-201-034	4711-22-302-001
4711-21-201-059	4711-21-401-023	4711-22-201-036	4711-22-302-002
4711-21-201-060	4711-21-401-024	4711-22-201-038	4711-22-302-003
4711-21-201-061	4711-21-401-026	4711-22-201-039	4711-22-302-004
4711-21-201-062	4711-21-401-027	4711-22-201-041	4711-22-302-008
4711-21-201-063	4711-22-100-010	4711-22-201-042	4711-22-302-009
4711-21-201-064	4711-22-100-012	4711-22-201-045	4711-22-302-010
4711-21-201-065	4711-22-100-013	4711-22-201-046	4711-22-302-011
4711-21-201-066	4711-22-100-014	4711-22-201-048	4711-22-302-012

4711-21-201-067	4711-22-100-015	4711-22-201-049	4711-22-302-013
4711-21-201-068	4711-22-100-016	4711-22-201-051	4711-22-302-014
4711-21-201-069	4711-22-100-017	4711-22-201-052	4711-22-302-015
4711-21-201-070	4711-22-100-018	4711-22-201-053	4711-22-302-016
4711-21-201-071	4711-22-100-021	4711-22-201-054	4711-22-302-017
4711-21-201-072	4711-22-100-022	4711-22-202-001	4711-22-302-018
4711-21-201-073	4711-22-100-023	4711-22-202-003	4711-22-302-036
4711-21-201-074	4711-22-100-024	4711-22-202-004	4711-22-302-037
4711-21-201-075	4711-22-102-133	4711-22-202-006	4711-22-302-038
4711-21-201-076	4711-22-102-134	4711-22-202-008	4711-22-302-039
4711-21-203-006	4711-22-102-135	4711-22-202-009	4711-22-302-040
4711-21-203-007	4711-22-102-136	4711-22-202-010	4711-22-302-041
4711-21-203-008	4711-22-102-137	4711-22-202-011	4711-22-302-042
4711-21-203-009	4711-22-102-138	4711-22-202-013	4711-22-302-043
4711-21-203-010	4711-22-102-139	4711-22-202-014	4711-22-302-044
4711-21-203-011	4711-22-102-140	4711-22-202-016	4711-22-302-045
4711-21-203-012	4711-22-200-010	4711-22-202-017	4711-22-302-052
4711-21-203-013	4711-22-200-012	4711-22-202-018	4711-22-302-053
4711-21-300-014	4711-22-200-017	4711-22-202-020	4711-22-302-054
4711-21-301-001	4711-22-200-026	4711-22-202-021	4711-22-302-056
4711-21-301-009	4711-22-200-028	4711-22-202-023	4711-22-302-057
4711-21-301-010	4711-22-200-029	4711-22-202-025	4711-22-302-058
4711-21-400-005	4711-22-201-001	4711-22-202-026	4711-22-302-059
4711-21-400-006	4711-22-201-002	4711-22-202-030	4711-22-302-060
4711-21-400-011	4711-22-201-003	4711-22-202-031	4711-22-302-061
4711-21-400-012	4711-22-201-004	4711-22-300-001	4711-22-302-062
4711-21-400-013	4711-22-201-011	4711-22-300-004	4711-22-302-063
4711-21-400-014	4711-22-201-012	4711-22-301-001	4711-22-302-064
4711-21-400-020	4711-22-201-019	4711-22-301-002	4711-22-302-065
4711-22-302-066	4711-22-302-189	4711-27-100-015	4711-28-200-001
4711-22-302-067	4711-22-302-190	4711-27-100-016	4711-28-200-002
4711-22-302-068	4711-22-302-191	4711-27-100-030	4711-28-200-003
4711-22-302-069	4711-22-302-192	4711-27-100-034	4711-28-201-001
4711-22-302-073	4711-22-302-193	4711-27-100-035	4711-28-201-002
4711-22-302-074	4711-22-302-194	4711-27-100-036	4711-28-201-003
4711-22-302-075	4711-22-302-195	4711-27-100-037	4711-28-201-004
4711-22-302-076	4711-22-302-196	4711-27-101-021	4711-28-201-005
4711-22-302-077	4711-22-302-197	4711-27-101-022	4711-28-201-006
4711-22-302-079	4711-22-302-202	4711-27-101-023	4711-28-201-007
4711-22-302-080	4711-22-302-204	4711-27-101-024	4711-28-201-008
4711-22-302-081	4711-22-302-206	4711-27-101-025	4711-28-201-011



4711-22-302-082	4711-22-303-001	4711-27-101-026	4711-28-201-012
4711-22-302-083	4711-22-303-002	4711-27-101-027	4711-28-201-013
4711-22-302-086	4711-22-303-003	4711-27-101-028	4711-28-201-014
4711-22-302-156	4711-22-303-005	4711-27-101-029	4711-28-201-017
4711-22-302-157	4711-22-303-011	4711-27-101-030	4711-28-201-018
4711-22-302-158	4711-22-303-012	4711-27-101-031	4711-28-201-019
4711-22-302-159	4711-22-303-013	4711-27-101-032	4711-28-201-020
4711-22-302-160	4711-22-400-002	4711-27-103-001	4711-28-201-021
4711-22-302-161	4711-22-400-003	4711-27-103-003	4711-28-201-022
4711-22-302-163	4711-22-400-004	4711-27-103-005	4711-28-201-023
4711-22-302-164	4711-22-400-005	4711-27-103-006	4711-28-201-026
4711-22-302-165	4711-22-400-007	4711-27-103-010	4711-28-201-027
4711-22-302-166	4711-22-400-008	4711-27-103-011	4711-28-201-028
4711-22-302-167	4711-22-400-009	4711-27-103-015	4711-28-201-029
4711-22-302-168	4711-22-400-010	4711-27-103-020	4711-28-201-031
4711-22-302-169	4711-22-400-015	4711-27-103-023	4711-28-201-032
4711-22-302-170	4711-22-400-016	4711-27-103-046	4711-28-201-033
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4711-22-302-180	4711-27-100-002	4711-28-100-024	4711-28-201-052
4711-22-302-181	4711-27-100-003	4711-28-100-025	4711-28-201-053
4711-22-302-182	4711-27-100-004	4711-28-100-026	4711-28-201-054
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4711-22-302-184	4711-27-100-009	4711-28-101-070	4711-28-201-056
4711-22-302-185	4711-27-100-011	4711-28-101-071	4711-28-201-057
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4711-22-302-187	4711-27-100-013	4711-28-101-073	4711-28-202-002
4711-22-302-188	4711-27-100-014	4711-28-101-074	4711-28-202-003

4711-28-202-004	4711-28-406-016
4711-28-202-005	4711-28-406-017
4711-28-202-007	4711-28-406-018
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4711-28-202-010	4711-28-406-021

4711-28-202-011	4711-28-406-022
4711-28-202-012	4711-28-406-023
4711-28-202-013	4711-28-406-024
4711-28-202-014	4711-28-406-025
4711-28-202-015	4711-28-406-026
4711-28-202-016	4711-28-406-027
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4711-28-202-025	4711-28-406-031
4711-28-202-027	4711-28-406-032
4711-28-202-029	4711-28-406-033
4711-28-202-031	4711-28-406-034
4711-28-202-032	4711-28-406-035
4711-28-202-033	4711-28-406-036
4711-28-202-034	4711-28-406-037
4711-28-400-002	4711-28-406-038
4711-28-400-003	4711-28-406-039
4711-28-400-013	4711-28-406-040
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4711-28-404-010	4711-28-406-043
4711-28-404-011	4711-28-406-044
4711-28-404-012	4711-28-406-045
4711-28-404-013	4711-28-406-046
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4711-28-406-001	4711-28-406-048
4711-28-406-002	4711-28-406-049
4711-28-406-003	4711-28-406-050
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4711-28-406-005	4711-28-406-052
4711-28-406-006	4711-28-406-053
4711-28-406-007	4711-28-406-054
4711-28-406-008	4711-28-406-055
4711-28-406-009	4711-28-406-056
4711-28-406-010	4711-28-406-057
4711-28-406-011	4711-28-406-058
4711-28-406-012	4711-28-406-059
4711-28-406-013	4711-28-406-060
4711-28-406-014	4711-28-406-061
4711-28-406-015	4711-28-406-062

(Notice tri-lakes 2

# MEMORANDUM

TO: Township Board  
FROM: Mike Archinal.   
DATE: 3/4/11  
RE: Building Fee Schedule Amendment

This matter was tabled at the 2/21/2011 meeting. The direction to staff was to analyze the proposed Genoa Township schedule against the schedule used by Livingston County. Assertions were made that our fees were going to be considerably higher. The Board has repeatedly made it clear that our fees were to be consistent with prevailing rates.

We have made exhaustive attempts to collect fee schedule information from the County. Please note that the attached Board meeting report dated 2/26/2010 I stated that we were having difficulty in obtaining information from the Livingston County Building Department. In April of 2010 we asked a local architect to provide an analysis of local fee schedules. His review provided examples from several communities but he was unable to obtain fees from Livingston County. I have also attached an email thread from the last two weeks between our Planning Director and the County Building Official regarding fee schedules. Even after the repeated claims at the last meeting that we have not done our due diligence the County is unwilling or unable to provide us with information we need to refute those claims.

Despite these obstacles attached you will find a comparison of fees for several different types of projects. The fee for a 2000 square foot residence, a 12,000 square foot office building and several smaller projects were obtained. You will note that the proposed amended fee schedule is comparable to what the County is charging.


The claim was made at the 2/21/2011 meeting that a building permit for a deck would be three times what the County is charging. Please note that in the Genoa Township fee schedule decks are a flat fee of \$145. A phone call was placed to the County Building Department on the morning of 3/3/2011 and our staff was told that deck permits are \$145. Information from the County was shared with me an hour later by a reporter with the Press and Argus that indicated that deck permits were \$115. If I had a fee schedule I could address this discrepancy.

Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to adopt the amended fee schedule as presented.

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal. 

DATE: 2/26/10

RE: Discussion Regarding Building Inspection Services

Please find attached information regarding consultant provided building plan review and inspection services. The Township has utilized the services of the Livingston County Building Department for many years. The Township Supervisor and I have met with representatives of Carlisle Wortman and SAFEbuilt who are offering to perform this function.

Currently applicants fill out a Land Use Permit application at the Township Hall. A land use permit is issued and the customer then has to drive to the County's East complex to apply for a building permit. A permit is issued by the County Building Department and all inspections are coordinated through them. I have always been bothered by having to send our customers to a remote location to provide a service we could be providing.

With the current dismal state of the economy we are all very concerned about creating fixed costs. We absolutely do *not* want to create overhead that needs to be supported by permit fee revenue. The documents before you propose that SAFEbuilt operate on a percentage of permit basis (e.g. SAFEbuilt 80%/Genoa 20%, SAFEbuilt 90%/Genoa 10% *actual split yet to be determined*). In this way we will be protected from paying salaries and benefits when there is no activity.

SAFEbuilt is currently analyzing permit data to determine the level of fee revenue sharing. They have also been unable to obtain County permit costs which is indicative of other issues at play. Over the years we have received numerous complaints regarding the level of service provided.

I look forward to discussing this matter with you and reviewing the proposal and draft agreement. For this evening we are seeking your support for this concept and your direction to negotiate further with SAFEbuilt. If this idea is favorably received I anticipate bringing an executable agreement to the 3/15/10 meeting.

113<sup>00</sup> per month

## MEMORANDUM

TO: Township Board  
FROM: Mike Archinal ~~\_\_\_\_\_~~  
DATE: 12/29/10  
RE: Construction Code Enforcement

At the December 6, 2010 meeting the Township Board approved an agreement, as to form, between Genoa Charter Township and SafeBuilt. The purpose of this agreement is to have Safebuilt provide technical assistance to the Township Building Official in enforcing the Single State Construction Code Act. The financial terms of the agreement were not ready at the December meeting.

The recommended pro-forma is as follows:

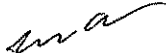
- 1) Genoa Township will hire a part time Building Official with an annual salary of \$7,750 for approximately 5 hours per week.
- 2) Permit fee revenues will be split 85% Safebuilt/15% Genoa Township
- 3) SafeBuilt will pay Genoa Township \$10 per square foot per ~~month~~<sup>year</sup> for the utilization of two cubicles.
- 4) The attached fee schedule will be adopted at the 1/18/11 meeting when the construction code ordinance is adopted. These fees are comparable to those currently charged by Livingston County and are in some cases lower.
- 5) Because by State Statute a building department cannot generate funds for other purposes, at the end of the first fiscal year, i.e. March 2012, an accounting will be done to determine if fees charged were adequate to cover cost and overhead or excessive. The agreement and/or fee schedule will be modified as appropriate.

Matt Royer with SafeBuilt will be in attendance Monday night to answer any questions you may have.

Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Agreement with SafeBuilt to provide building department technical assistance.

## MEMORANDUM

TO: Township Board  
FROM: Mike Archinal   
DATE: 1/14/11  
RE: Building Department Fee Schedule Adoption

At the 1/3/11 Board meeting we discussed building permit fees as part of an overall discussion of building department services. By State Statute we are not allowed to utilize permit fee revenues for other purposes. We are allowed to cover actual costs. These fees will be reviewed and audited annually to assure we are in compliance with the law. We have done research to assure that these fees are market competitive. Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the FY 2011/2012 Building Department Fee Schedule as proposed.

## Kelly VanMarter

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**From:** Kelly VanMarter  
**Sent:** Thursday, February 24, 2011 9:52 AM  
**To:** Jim Rowell (JRowell@co.livingston.mi.us)  
**Subject:** Permit Fees  
**Attachments:** image003.png

**Importance:** High

Good Morning Mr. Rowell,

As you requested at the Township Board meeting (2/21/11), the Board has directed staff to review the County Building Department fees and perform a comparative study with our proposed Building Department fee schedule. In your comments at the meeting you suggested the Township work with your office to review any potential disparity between the fee schedules. I would like to start by saying that I greatly appreciate your willingness to cooperate and openly communicate with us during this time of transition. In the spirit of that cooperation, please accept this e-mail as a request to obtain a copy of your fee schedules. I know Dennis Smith, the Township Building Official has left multiple messages on your voicemail in an attempt to obtain the fees. Additionally, our staff has been unable to obtain the fee schedule from your support staff. I've enjoyed an excellent working relationship with you and I am hopeful that this message will encourage sharing and cooperation despite differing opinions.

Thank you in advance for your cooperation and please don't hesitate to call me if you would like to discuss it further.

Most Sincerely,

Kelly VanMarter  
Planning Director



Genoa Charter Township  
2911 Dorr Road, Brighton, Michigan 48116  
Phone: (810) 227-5225, Fax: (810) 227-3420  
E-mail: [kelly@genoa.org](mailto:kelly@genoa.org), Url: [www.genoa.org](http://www.genoa.org)

Tracking:

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**From:** Jim Rowell [mailto:JRowell@co.livingston.mi.us]

**Sent:** Friday, February 25, 2011 4:54 PM

**To:** Kelly VanMarter

**Subject:** county fees

Ms. VanMarter,  
Please call me Jim.

I received your email and will get with you next week. Regarding the fees. Its been a very busy week. We may need to meet. Our fees have a lot of different calcs depending on the project. An example is decks are 1 plan review price and pole barns are another. Its not just the value times X, if that makes any sense. Have a nice weekend.

Jim Rowell



## Kelly VanMarter

---

**From:** Kelly VanMarter  
**Sent:** Tuesday, March 01, 2011 10:00 AM  
**To:** 'Jim Rowell'  
**Subject:** RE: county fees  
**Attachments:** image003.png; image004.png

Good Morning Jim.

Can I please get an update on obtaining a copy of the County fee schedule??

Thank you!

Kelly VanMarter  
Planning Director



Genoa Charter Township  
2911 Dorr Road, Brighton, Michigan 48116  
Phone: (810) 227-5225, Fax: (810) 227-3420  
E-mail: [kelly@genoa.org](mailto:kelly@genoa.org), Url: [www.genoa.org](http://www.genoa.org)

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**From:** Kelly VanMarter  
**Sent:** Friday, February 25, 2011 4:59 PM  
**To:** 'Jim Rowell'  
**Subject:** RE: county fees

Thank you Jim.

We are preparing the cost comparison for the March 7<sup>th</sup> Board meeting so I'd like to meet or at least obtain a copy of the schedule next week.

Thank you for your response and I look forward to talking.

Sincerely,

Kelly VanMarter  
Planning Director



Genoa Charter Township  
2911 Dorr Road, Brighton, Michigan 48116  
Phone: (810) 227-5225, Fax: (810) 227-3420  
E-mail: [kelly@genoa.org](mailto:kelly@genoa.org), Url: [www.genoa.org](http://www.genoa.org)

## Genoa Township/Livingston County Comparison

12,000 square foot office building type VN construction 20' in height

	Genoa Township	Livingston County
<b>Valuation Data</b>	ICC	ICC
Per Sq. Ft Cost	\$106.66	\$106.66
Valuation	1,279,920.00	1,279,920.00
Permit Fee	\$5,048.70	\$8,122.37
Plan Review	\$3,281.66	\$1,919.88
Application Fee		
Preapplication Mtg		
<b>Total:</b>	<b>\$8,330.36</b>	<b>\$10,042.25</b>
<b>Trade Fee</b>		
Electrical	\$641.10	\$382.00
Plumbing	\$641.10	\$428.00
Mechanical	\$641.10	\$268.00
Review Fee		
<b>Trade Total:</b>	<b>\$1,923.30</b>	<b>\$1,078.00</b>
<b>Other Fees</b>		
Certificate of Occupancy Fee		
Temporary C of O		
<b>Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Permit Fees</b>	<b>\$10,253.66</b>	<b>\$11,120.25</b>

## Genoa Township/Livingston County Comparison

2000 square foot residence with 3 bedrooms and 2 bathrooms

	Genoa Township	Livingston County
<b>Valuation Data</b>	ICC	ICC
Per Sq. Ft Cost	\$97.95	\$97.95
Valuation	195,900.00	\$195,900.00
Permit Fee	\$1,232.70	\$1,237.47
Plan Review	\$369.81	\$100.00
Application Fee		
<b>Total:</b>	<b>\$1,602.51</b>	<b>\$1,337.47</b>
<b>Trade Fee</b>		
Electrical	\$176.70	\$175.00
Plumbing	\$176.70	\$299.00
Mechanical	\$176.70	\$257.00
<b>Trade Total:</b>	<b>\$530.10</b>	<b>\$731.00</b>
<b>Other Fees</b>		
Certificate of Occupancy Fee		
Temporary C of O		\$50.00
Cash Bond		
<b>Total:</b>	<b>\$0.00</b>	<b>\$50.00</b>
<b>Total Permit Fees</b>	<b>\$2,132.61</b>	<b>\$2,118.47</b>

## Genoa Township Construction Permit Fee Study and Comparison

### "One Stop" Permit Fee's

Type of Construction	Genoa Township	Livingston County
	03/07/11	05/01/08
Residential Deck	\$145.00	\$145.00
Hot Water Heater	\$65.00	\$86.00
Furnace Change-out	\$65.00	\$90.00
Re-Roof Permit	\$65.00	\$50.00 (1 Inspection)
Demolition Permit	\$65.00	\$75.00
Temporary Electrical Service	\$65.00	\$71.00

# 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.

<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. 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
5. Residential Decks . . . . .	\$145.00
<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
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\$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.

<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
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\$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



**Building Board of Appeals Fee Schedule:**

**Appeals to the Building Board of Appeals shall be:**

\$125.00 for an appeal for any single family residential related issue.

\$300.00 for all other construction related appeals.



# MEMO

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

**FROM:** Greg Tatara, Utility Director

**DATE:** March 3, 2011

**RE:** Genoa Charter Township Employee Handbook

**MANAGER REVIEW:** \_\_\_\_\_

With the addition of Utility Operations Staff to provide combined operation of the five sanitary sewer or water utility systems through Genoa Charter Township, it was necessary to modify the existing employee manual. Specifically new sections were required to address the manner and function in which these employees will conduct their profession, as well as to define the support that will be provided them. As a result, we added sections to address changes that are specific to the Utility Operations Function, which are briefly summarized in following table:

Utility Specific Policy Name	Summary
Probationary Period	All employees must pass an initial 90 day probationary period
Hours of Operation	Utility work is required to be 365 days per year. Provides normal hours from 8-4, overtime, and 30 min. lunch break
Inclement Weather	Due to nature of business, must report even if township is closed for inclement weather
Dress Code and Uniform	Due to interaction with public, must maintain professional appearance, wear proper safety equipment, & uniform shirts. This section also approval and voucher forms employees must utilize to approve purchase of boots and clothing.
Building and Site Security	Due to public safety as well as dangerous vaults and equipment, employees must maintain locked and secure facilities at all times
Code of Conduct	With public perception, must maintain positive appearance and not do anything to create negative image of utility systems
Safety Policy	Describes employees and managements responsibility for safe work practices and safe work environments
Drug Testing	Due to work around potentially dangerous equipment, significant driving, and public safety, provides for pre-employee, random, and suspicion testing

<b>Utility Specific Policy Name</b>	<b>Summary</b>
Municipal Equipment Use	States that municipal equipment can only be used for municipal purposes, and prohibits any personal use.
Municipal Vehicle Use	In addition to Genoa Safe Driving, this policy provides for use of vehicles for on-call duties and vehicle maintenance
Cellular Telephone Policy	States employees will receive \$60/month to provide a cell phone that can be used for business. \$30 for part time.
Complaint Procedure	Provides the framework for utility employees to direct complaints to supervisors and then director before reaching Genoa Township Admin. Committee
Professional Development	Provides each employee \$500 to obtain and keep licenses or obtain further operational training.

Due to this significant revision to the existing employee manual, and the fact that portions of the townships existing manual dated to its original adoption in 1990, the Administrative Committee asked that the entire manual be reviewed and modified by the Human Resources Staff and Legal Counsel. As a result, several existing sections to the manual have been modified to meet current standards, case law, and Township practices. A summary of these changes are highlighted below:

<b>Handbook Section</b>	<b>Change Summary</b>
Purpose and Scope	New sections added to define the function and extent of the manual and remove any inferred contractual obligations.
Equal Opportunity	Revised to include new ADA requirements. Also added a require accommodations section to the manual.
Harassment	Updated to meet with case law and procedure for investigation.
Base Pay	States that merit increases shall be recommended by the Administrative Committee
Resignation	Modified that employees asked to give two weeks and township can accept or reject two weeks (can be asked to leave immediately)
Municipal Vehicle Use	Modified to state any citation in a municipal vehicle must be reported within 24 hours.

Based on the above summary of the changes as well as the attached employee handbook, please consider the following motion:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to adopt the Genoa Charter Township Employee Handbook effective March 7, 2011 and cancel the Genoa Township Employee Handbook Adopted May 21, 1990 and subsequent amendments.



# GENOA CHARTER TOWNSHIP

## EMPLOYEE HANDBOOK

Effective Date: March 7, 2011



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**Property of Genoa Charter Township**

EMPLOYEE HANDBOOK

Issued to:

\_\_\_\_\_

Date Issued

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**Genoa Charter Township is an at-will employer that reserves the right to terminate any employee with or without cause; and no language contained in this Handbook is intended to create, nor should it be construed to constitute, a contract between employer and employee. When this Handbook is no longer required by the holder, or upon termination, this copy must be returned to the employee’s supervisor, Human Resources Representative, or the Township Manager.**

## **Purpose**

Genoa Charter Township from here forward will be referred to as the “Township”. The Township Employee Handbook is provided for informational purposes to all employees of the Township. It does not set forth any express or implied contractual obligations on the part of the Township. The Township retains the right to add, change or delete any of the handbook’s provisions, or any other policies reflected therein, in management’s sole judgment, at any time as circumstances may warrant without obtaining another person’s consent or agreement.

## **Scope**

Each employee is covered by these policies, as well as those policies, procedures, guidelines and/or other directives as may be referenced by this handbook, other than employees who are elected. Each employee will be provided with their own copy of the handbook upon employment, as well as when requested. Due to the size of the handbook, the electronic version of this handbook will be maintained on the Township computers.

## **Employment At-Will**

All employees covered by this handbook are Employees-At-Will. This means that all such employees are employed on an indefinite basis and may be terminated at any time, with or without notice, with or without prior warning or discipline, and with or without cause. This same policy applies as to all other terms and conditions of employment.

No person or representative of the Township, other than the Township Board or Administrative Committee, has authority to enter into any agreement for employment for any definite period of time or to make any agreement contrary to the foregoing. Moreover, no such agreement by the Township Board will be enforceable unless it is in writing and approved and authorized by the Township Board.

Nothing set forth in this handbook is intended to modify the employment at-will relationship in any way. This includes without limitation, anything that is stated in the policies on disciplinary action or performance rating.

## **Prior Policies or Practices**

Except as otherwise stated herein, the terms and conditions in this handbook will supersede and control over any conflicting prior employee manuals/handbooks, policy statements, representations, agreements, or practices.



## **Modification**

The Township reserves the right to modify, amend, supplement, or delete any of the policies set forth in this handbook at any time. No such modification, amendment, supplement or deletion will be valid, however, unless it is in writing and approved by the Township Board. In no circumstances will any oral agreements or unwritten policies control.

## **Individual Contracts of Employment**

From time to time, the Township may enter into individual contracts of employment. Such contracts will be valid provided they are in writing, approved and authorized by the Township Board. To the extent that there is any conflict between the terms of this handbook and the terms of such individual contract of employment, the latter will control.

## **Equal Employment Opportunity**

It is the policy of the Township Board to provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, pregnancy, age, religion, national origin, ancestry marital status, height, weight, disability, sexual orientation, **veteran's status**, that is unrelated to the individual's ability to perform the duties of a particular job or position, or any other status or criterion which is prohibited by federal, state and local law or ordinance . This policy applies to recruiting, hiring, discharge, compensation, and all other terms conditions and privileges of employment.

## **Accommodations**

Any individual needing a reasonable accommodation for a disability must provide the Township with written notice of the need within 182 days after the individual with a disability knows or reasonably should have known that an accommodation is/was needed.

## **Harassment**

Consistent with the Township's policy of equal employment opportunity, harassment in the workplace based on a person's race, color, sex, pregnancy, age, religion, national origin, marital status, height, weight, or handicap will not be tolerated. As used herein, the term "sexual harassment" includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment will be regarded as a violation of this policy when:

1. submission to such conduct is made a direct or indirect condition of employment; or
2. submission to or rejection of such conduct is used as a factor in employment-related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.; or

3. Such conduct interferes with employment or creates an intimidating, offensive, or hostile working environment.

If you believe you have been the victim of sexual, racial or other form of unlawful harassment, you should immediately come forward and express your complaint to your supervisor. If your complaint is against your supervisor, you should take your complaint to the next level of management. An investigation will be promptly conducted following a standardized procedure. Although it is impossible to conduct an investigation and maintain complete confidentiality, anyone reporting or investigating a complaint for sexual harassment shall do so in as confidential a manner as possible. The person making the complaint will be informed of the conclusions reached from the investigation. If harassment is found to have occurred, appropriate action will be taken to prevent further harassment.

No person will suffer adverse action for making a complaint in good faith or for taking part in the investigation of a complaint. It is the policy of the Township to prohibit retaliation against anyone who makes a complaint in good faith or who takes part in the investigation.

This policy shall not alter or change the policy that employment is “at-will.”

## **General Information**

### **A. THE WORK-WEEK**

The workweek will normally consist of five (5) working days and /or 40 hours per week. However, nothing contained herein will constitute a guarantee of 40 hours per week. Likewise employees may be required to work overtime.

### **B. WORKING HOURS**

Normal Township working hours will extend from 9:00 a.m. to 5:00 p.m., unless changed by the Township Board.

### **C. LUNCH BREAK**

Each employee will normally be allowed one (1) hour paid break for lunch. The Township Manager may schedule the specific lunch break.

#### **D. LENGTH OF SERVICE**

Subject to the limitations stated below, length of service will be measured from the employee's date of hire. Length of service may be used to determine vacation time, sick time and other benefits. Length of service will be adjusted if you are on layoff for more than six (6) months, or if your employment is terminated for any reason. Layoffs, which exceed 6 months, shall change one's hire date to the date of return to employment. If you are terminated, your length of service will also be terminated. If you are re-hired, your length of service will be measured from the date of re-hire.

#### **E. ANNIVERSARY DATE**

As used in this handbook, the term "anniversary date" refers to the month and day of commencing employment.

#### **F. EMPLOYMENT STATUS**

1. Regular employees are hired on an indefinite basis to fill job positions that are classified as regular in accordance with assigned job duties and authorized by the Township Board. Funds for regular status positions are budgeted specifically to support the positions. Either full-time or part-time staff may be assigned regular employee status. Regular full-time staff is regularly scheduled to work 40 hours per week. Regular part-time staff is regularly scheduled to work less than 40 hours per week.
2. Temporary employees may be full-time or part-time, and are employed in a position for a specified limited duration. These employees are generally hired for the purpose of relieving regular staff members who are absent due to illness, vacation or leave of absence; or for augmenting the regular staff to meet requirements that may be occasioned by periodic workloads.

#### **G. BASE PAY**

1. Regular employees, both full-time and part-time, will receive base pay in accordance with the recommended pay scale as set by the Township Board. The pay scale may provide for merit step increases in accordance with the recommendation of the Administrative Committee. Step increases are not automatic. The Administrative Committee may or may not recommend a person for such merit increase. The Administrative Committee will review the employee and advise him or her accordingly.
2. Temporary employees will generally be paid at the base starting rate for the position they hold; any exceptions must be authorized in advance, in writing by the Township Board. Temporary employees

will not be eligible for merit step increases unless otherwise authorized in writing by the Township Board.

3. Temporary employees will not be eligible for merit step increases unless otherwise authorized in writing by the Township Board.

## **H. LONGEVITY**

Longevity compensation will be paid to eligible employees every December 1st, beginning December 1, 2001. To be eligible an employee must attain the specified tenure during the calendar year.

10 - 14 years	\$ 500.00
15 - 19 years	\$ 750.00
20 + years	\$1,000.00

Part-time employees will be given the longevity bonus based upon the actual hours worked in a calendar year. Their 12-month salary, as of November 30th of a given year, will be divided by the potential salary should they have worked full time. E.g. If their annual salary is calculated to be \$20,000.00 and they earned \$10,000.00, they will receive a bonus equal to 50% of what is allowed. This bonus is applicable to all permanent part-time and full-time employees.

## **I. OVERTIME**

Overtime is generally discouraged and employees will not be allowed to work overtime without prior authorization from the Department Head or Township Manager. However, on rare occasions when overtime is required, Township will compensate employees at one and one-half times their regular rate of pay to the extent required by applicable state and federal law. For purposes of this policy, overtime for regular full time employees is defined as any hours worked in excess of the normal 40 hour work-week. In certain instances, where prior approval is obtained for certain events, overtime for regular part-time employees and temporary part-time employees may be defined as any hours worked in excess of an 8-hour work day.

## **J. PAY PERIODS**

Township employees are normally paid every other Friday; there are typically twenty-six (26) pay periods each year. Each pay period covers the previous two weeks of work.

## **K. MEDICAL/HOSPITAL INSURANCE**

Effective 03/06/07 all regular full-time employees and Township officers (Supervisor, Treasurer and Clerk) are eligible for individual, two person, or family medical and hospital coverage after 45 days of

employment, unless the same carrier previously covered the employee and a transfer can be made. The Township officers and regular full time employees who do not choose coverage will be compensated as determined annually by the Township Board in lieu of the medical/hospital insurance. This sum shall be paid in equal installment contemporaneous with the employee's or officer's regular pay period.

1. The specific terms and conditions of the medical and hospital insurance, including eligibility requirements, will be governed by the applicable contracts and/or benefit plans. If there is any conflict between the terms of this Employee Handbook and the terms of those other plan documents and/or contracts, the latter will control.
2. The Township officers and full time employees may only be allowed to change their status due to a qualifying event such as a birth, death, divorce, marriage or loss of other insurance. Any change to the insurance coverage of any employee of the Township must be reviewed and approved by the Administrative Committee before such change takes place.

#### **L. PENSION/RETIREMENT**

Effective July 1, 1991 a retirement program providing contributions equal to 10% (amended 06-19-96) of compensation was adopted for all employees working more than 1000 hours a year, with vesting of 25% after one full year of service, 50% after two years, 75% after three years and 100% after four years of service.

This plan is intended to be a qualified retirement plan under Internal Revenue Code Section 401 (a). The retirement program will be funded through the purchase of annuity contracts and the Township Board (Treasurer and Clerk) shall serve as the Plan Administrator and Named Fiduciary for the Plan. If there is any conflict between the terms of this Employee Handbook and the terms of the plan documents and/or contracts, the latter will control.

#### **M. WORKERS' COMPENSATION.**

Employees involved in a work-related accident or injury may be eligible for workers' compensation benefits in accordance with Michigan law. Any employee involved in a work-related accident or injury must report that accident or injury to the Township Manager as soon as possible after the mishap and fill out the proper reporting forms. Failure to report an injury may disqualify an employee for benefits. No employee will be discriminated or retaliated against because he or she has exercised rights under the Workers' Compensation statute.

## **N. SHORT AND LONG TERM DISABILITY INSURANCE**

Effective March 4, 1996 a short and long-term disability insurance program was adopted for all employees by the Township Board. This insurance is provided at no cost to township employees. Terms of the policy are available upon request to the Clerk's Office. If there is a conflict between the terms of this Employee Handbook and the terms of the insurance document, the latter will control.

### **Leave of Absence**

#### **A. ANNUAL VACATION LEAVE**

1.
  - a. All regular full-time employees will be eligible for annual vacation leave with pay, the amount of which will depend upon his or her length of service at the beginning of each calendar year. Temporary employees are not eligible for vacation benefits. Full time employees must use their vacation time before the end of the calendar year.
  - b. For part-time employees vacation pay will be based upon the number of hours worked the preceding year divided by fifty-two (52) weeks and then multiplied by the number of weeks eligible for vacation worked to determine the number of benefit hours entitled by the employee. Vacation days will be determined under Leaves of Absence.
2. After six months of service and/or during the first year of employment, an eligible employee will receive one vacation day off with pay, for each month of service up to a maximum of ten (10) days. For each calendar year thereafter, eligible employees will receive vacation pay in accordance with the following schedule:

<b>Length of Service on January 1<sup>st</sup> of the Applicable Calendar Year:</b>	<b>Eligible Vacation Time:</b>
1 <sup>st</sup> thru end of 5 <sup>th</sup> Year	2 weeks
6 <sup>th</sup> thru end of 10 <sup>th</sup> Year	3 weeks
11 <sup>th</sup> Year and beyond	4 weeks

***NOTE:** employees that are hired into the Township Utility Department on April 8, 2011 as a result of the expansion of operational services will only have to wait until they've completed their 90-day Probationary Period to receive and use their vacation days. The same accrual schedule as listed above will apply.*

3. Unused vacation time shall not be carried forward nor compensated.
4. Employee vacations should not overlap. Vacations will be scheduled on a first come first serve basis, using length of service to resolve any conflict. Only ten (10) vacation days may be taken consecutively without approval by the employee's supervisor.
5. Vacation pay will be based on the employee's regular hours at his or her base rate in effect at the time of the vacation. Bonuses, etc. will not be used in the calculation of vacation time.
6. Upon termination of employment, by either party, for any reason, employees will be paid for any unused vacation time.

**B. HOLIDAYS**

1. All regular full-time and regular part-time employees will receive time off *with* pay. Part time employees will be compensated at the percentage determined by hours worked during the previous year.
 

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Good Friday	Friday before Easter
Independence Day	July 4
Labor Day	First Monday in September
Columbus/Stornant Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Post-Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Election Day or Floating Holiday*	Presidential and Gubernatorial

(Temporary employees will receive holiday time off for such holidays, but will not receive holiday pay.)
2. Holiday pay will be based on the employee's regular hours at his or her base rate of pay in effect at the time of the holiday.
3. Two employees, at the Clerk's discretion, may be required to work on Election Day.
4. If a holiday falls on a Saturday, the preceding day will be recognized as the holiday. If the holiday falls on a Sunday, the following Monday will be recognized as the holiday.

5. If the preceding Friday or following Monday is also a holiday, then the preceding Thursday or following Tuesday will be recognized as the holiday, provided, however, by mutual consent of the Township Board or the Township Manager and a majority of the affected employees, the holiday days may be changed to allow the Township Hall to remain open for normal business.

### **C. FUNERAL LEAVE**

1. All regular full-time and part-time (provided that it is their regular day to work) employees will be allowed up to three (3) days funeral leave, with pay, to attend a funeral in the employee's immediate family. Immediate family means sister, brother, father-in-law, mother-in-law, grandparents, foster children, or other legal dependents living with the employee. Employees will be allowed up to seven (7) days funeral leave with pay to attend a funeral for the employees spouse, mother, father or child. Temporary employees are not eligible for funeral leave benefits. Personal leave may be used to attend funerals for other than immediate family members as provided in Section F.
2. Funeral leave pay will be computed in the same manner as vacation pay and holiday pay.

### **D. COURT DUTY**

1. Regular full-time and regular part-time employees, if normally scheduled to work, will be allowed time off, with pay, for jury service or if he/she is subpoenaed as a witness in any case, by anybody empowered by law to compel attendance by subpoena. Temporary employees are not eligible for court leave benefits.
2. The amount of court leave pay will be the difference between the employee's regular wages and the fee he/she receives for acting as a witness or juror upon receipt of a voucher showing the amount received for same.
3. On days when an employee is required to report as a juror or witness and is excused, he/she must report to work immediately to be eligible for the above-stated compensation.

### **E. INCLEMENT WEATHER**

When weather conditions prevent employees from reporting to work, or when the Township Hall is closed due to weather conditions, all regular full-time and regular part-time employees shall be paid for such time off. Temporary employees will not be eligible for such pay. Any two of the following may approve inclement weather days: Manager, Supervisor, Clerk or Treasurer. **NOTE:** *Employees who have scheduled vacation/personal/sick time, etc. will not be paid for the inclement weather day.*



## **F. SICK OR PERSONAL LEAVE**

1. All regular full-time employees will be entitled to sick time and personal time off with pay. Temporary employees and regular part-time employees may be allowed such time off but will not be eligible for pay.
  - a. Effective 1-1-90, for each month of service, eligible employees will earn one day off, with pay, which may be used for the following purposes:
    - i. Personal illness or physical incapacity, including pregnancy;
    - ii. Exposure to contagious disease;
    - iii. Illness of family member residing in the employee's household;
    - iv. Medical or dental examinations;
    - v. Personal business days.

In addition, such time off may be used for funeral leave in excess of the three- (3) days allowed under the funeral leave policy or for attendance at funerals other than immediate family members.

2. Unused personal leave time may be accumulated up to a total of 240 days.
3. The Township Manager or employee's supervisor must approve personal leave at least 24 hours in advance.
4. A doctor's statement may be required to substantiate any leave based on illness.

Anyone returning from sick leave of more than three (3) days may be asked to submit a doctor's statement. Likewise, a doctor's statement may be required for any leave, not pre-approved, the day before or day after a holiday. Any time off that is not approved by the Township Manager will not be compensated and may result in disciplinary action.

5. Unpaid time off may be allowed after review and approval of the Administrative Committee.
6. No sick/personal time off will be allowed for more than 30 consecutive days, unless taken under the terms of the short and/or long-term disability insurance program.
7. During an approved time off, the Township may continue to provide medical and hospital insurance for the employee.
8. Failure to return to work at the end of a leave of absence may result in termination.
9. Upon returning from time off, the employee will be returned to his/her prior position, if available. If the position is no longer available, the employee will be considered for other job openings for which he/she is qualified in the Township's judgment. If there are no such openings, the employee will be placed on a preferential hire list for 30 days and will be considered for any job openings for which he/she is

qualified within the Township's judgment. If the employee is not returned to work within such 30-day period, his/her employment will be terminated.

10. An employee who has accumulated 240 hours of personal leave will be compensated at a rate of half-pay for any unused personal leave time in excess of 240 hours at the end of each fiscal year.
11. Upon voluntary separation, employees will be compensated at a rate of half-pay for any unused disability leave/personal leave days, provided the employee has given two weeks written notice. In all other circumstances except death (as described in paragraph F), upon separation from employment, employees will not be compensated for any unused disability/personal leave days.
12. In the event of death all unused leave and vacation time will be paid at the full rate of pay.
13. Sick time that extends longer than 90 days and does not permit a person to work full time will be reviewed by the Administrative Committee for possible change to part time status.

## **Disciplinary Action**

### **A. DISCIPLINARY OFFENSES**

All Township employees are expected to adhere to the following rules of conduct, as well as the rules and policies previously mentioned.

1. Telephone calls: The use of Township telephones should be limited when it comes to personal calls. The Township Manager may require employees to log all telephone calls should it be determined that the phone is being misused.
2. Tardiness: Employees who are late may be docked for time lost or otherwise disciplined.
3. Absenteeism: Unless an employee is on an approved leave of absence, that employee is expected to report to work for each day scheduled. Failure to do so may result in discipline. In addition, employees are required to notify the Township Manager of any expected absence, as soon as possible. Failure to do so may also result in discipline.
4. Dress and Grooming: Employees are expected to maintain a neat and well-groomed appearance in accordance with their position and working conditions.
5. Fridays will be deemed "casual dress days". Employees may wear blue jeans but not shorts or t-shirts.
6. Public Decorum: All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.
7. Acceptance of Gifts: Employees may not solicit nor accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of the Township employee.

8. Visitors: Friends, relatives and children of employees are allowed in the working areas, but visits should be brief and non-disruptive. Children should be accompanied by an adult at all times.
9. Harassment: Sexual, racial and other forms of unlawful harassment are strictly prohibited. Any employee engaging in such harassment shall be subject to disciplinary measures.
10. Theft: The theft, attempted theft, or neglect of property of the Township, its visitors, or other employees is prohibited and subject to immediate termination.
11. Unauthorized Use: Employees shall conform to all rules for use and treatment of Township facilities and property and shall not use Township property, equipment, facilities or staff for personal matters of gain. Unauthorized use of Township property, equipment or facilities (including telephone and duplicating equipment) is restricted to minimal use and will be considered at review time.
12. Falsification: Unauthorized altering of employment application information, dishonest in reporting hours worked (falsifying timesheets), records (payroll or program record), or Township records are strictly prohibited.
13. Insubordination: Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including assigned duties of the job, is prohibited.
14. Other: The following are also prohibited.
  - a. Failing to report to work when scheduled;
  - b. Improper use of sick/personal leave or other leaves of absence;
  - c. Falsification of information to secure sick leave or other leaves of absence;
  - d. Abuse of lunch period;
  - e. Violation of departmental rules and confidentiality;
  - f. Inefficiency, incompetence or neglect of duty;
  - g. Being under the influence of alcohol or illegal drugs while at work;
  - h. Use, sale or possession of alcohol or illegal drugs on Township premises or property while on or off duty;
  - i. Use of obscene language;
  - j. Threatening other persons or instigating a fight;
  - k. Unauthorized possession of firearms, dangerous weapons or personal protection devices;
  - l. Verbally abusing or physically attacking customers, clients, visitors or Township personnel;
  - m. Conduct disruptive to the work of other employees;
  - n. Carelessness or negligence which results in injury to another person;
  - o. Illegal activity on Township premises (misdemeanor or felony) during work or non-work hours;

- p. Instigating, aiding or participating in any illegal strike or work stoppage;
- q. Disrespect or verbal abuse or insubordination of a supervisor or manager or elected official; and
- r. Soliciting of funds or employment from any person affiliated with the Township.

The foregoing offenses are intended to serve as guidelines and do not include all of the offenses for which disciplinary action may result.

## **B. DISCIPLINARY PENALTIES**

Disciplinary penalties may include verbal or written warning, verbal or written reprimand, suspension, probation, or discharge, depending on the Township's judgment as to the seriousness or the offense and other relevant circumstances.

## **C. TESTING**

The Township reserves the right to require testing, including but not limited to urinalyses and blood testing, of any employee suspected of violation of the rules on alcohol or drug use. An employee's consent to such testing will be a condition for continued employment.

## **D. RELATIONSHIP TO AT-WILL POLICY**

Nothing set forth in this disciplinary policy is intended to modify the employment-at-will policy. The Township reserves the right to discipline and discharge at any time, with or without notice, with or without prior warning or discipline, and with or without just cause.

## **E. COMPLAINT PROCEDURE**

Any dispute regarding discipline and discharge will be resolved in accordance with the complaint procedure, the results of which will be final and binding.

# **GENOA CHARTER TOWNSHIP PERFORMANCE REVIEW POLICY**

## **A. PURPOSE AND SCOPE**

The Township is committed to the success and growth of its employees. Performance reviews may be given to assist employees and the Township in determining if the goals and policies of the Township, and its employees, are being met.

This policy applies to all Township employees, regardless of employment status.

## **B. POLICY**

The Township is committed to maintaining open lines of communication and setting clear and obtainable expectations and goals for each and every employee. In addition to the 90-day review (refer to Probationary Period Policy for details), employees *may* be given a formal performance review every six months for the first two years and then on an annual basis in each calendar year. Performance reviews may also be given at any time the Administrative Committee, Department Head, Utility Director, Deputy Director or Supervisor deems necessary when an employee demonstrates unsatisfactory performance, customer service, or a disciplinary offense has occurred.

Each supervisor will evaluate his or her employee using the Performance Evaluation form provided by the Township. Areas of performance strengths and weaknesses will be addressed during the evaluation. Employees are encouraged to provide input to the process and may include written comment if desired.

The performance review is one factor that is considered at the time of salary review. While a satisfactory review is important for ensuring your eligibility for a salary increase, it does not guarantee that an increase will subsequently follow. Salary reviews and potential increases are tied to performance but also to external factors, such as market compensation data, the economy, and Township funding.

This policy does not alter your at-will employment status meaning that you or the Township may terminate your employment at any time, with or without cause and with or without notice. The Performance Review and subsequent rating is not intended to express or imply that you will be working for any particular duration or under a contract of employment.

### **Complaint Procedures**

A. If any employee covered by this Handbook has any complaint regarding interpretation or application of a Township policy, that complaint will be resolved in accordance with this procedure. Included are complaints regarding discipline, discharge, or harassment.

B. The procedure is as follows:

STEP ONE: The first step is to put the complaint in writing and submit it to the Administrative Committee. The complaint must be submitted within five (5) working days after its occurrence, or when the employee should reasonably have obtained knowledge of its occurrence.

STEP TWO: Upon receipt of such complaint, the Administrative Committee will investigate the matter and will render a decision in writing.

STEP THREE: If the employee is not satisfied with the decision of the Administrative Committee, he or she may appeal to the Township Board. Such appeal must be filed in writing within ten (10) working days after receipt of the decision of the Administrative Committee. Upon receipt of such appeal, the Township Board will schedule a hearing and will render a decision, which will be final and binding. The employee will receive reasonable notice of the hearing, including reasonable notice as to the issues to be decided. At the hearing, the employee will be allowed to present evidence and arguments in support of his/her position and will be allowed an opportunity to rebut any evidence or arguments against his/her position.

- C. This complaint procedure is intended to be the exclusive remedy for any disputes that are within its scope.
- D. If the employee fails to file a complaint within the time limits stated above or fails to take a timely appeal to the next step, the claim will be waived.

## **Miscellaneous**

### **A. PERSONAL DATA**

If you change your name, marry, have children, change your telephone number or address, it is important that you inform the Clerk's office as soon as possible so that your records and insurance can be adjusted. It is your responsibility to keep the Clerk up-to-date regarding these matters.

### **B. PERSONNEL RECORDS**

Personnel records are maintained in the Clerk's office for employees. These records include information on initial employment or re-employment, professional credentials, salary increases, promotions, demotions, disciplinary action, and other pertinent information. Employees will be allowed to review their personnel records in accordance with applicable law.

Social Security Numbers are used in the administration of payroll, pension and medical records. Social Security Numbers, as provided by employees in the initial hiring of an individual and the maintenance of employee records, will be kept under lock and key in the Office of the Township Clerk. Social Security Numbers are not subject to release pursuant to the Freedom of Information Act. Documents containing an employee's social security number will be retained in the office of the clerk until such time as it is determined that they should be destroyed. At that time any documents will be shredded in an effort to conceal and provide security for any individual who has voluntarily supplied this information to the Township. (*Reference: Adopted Addendum-A – "Social Security Number Privacy Policy" - Public Act 454 of 2004, attached to the personnel policy.*)

## **C. RESIGNATION**

. Employees are asked to give at least two (2) weeks written notice when they decide to resign their employment. Among other things, this provides an opportunity for the employees and the Township to explore the reason(s), if any, for the resignation and whether corrective action is appropriate and will influence the employee's decision. However, the Township reserves the right to accept or reject the offered two (2) week notice. The last day the employee actually works will be considered the date of termination.

## **D. ADMINISTRATIVE COMMITTEE**

1. The Administrative Committee shall consist of the Supervisor, Clerk, Treasurer, and Manager. This committee will be responsible for all employment conditions in the Township, such as the review of applications for employment, the hiring and firing of non-contract employees, employee performance evaluations, job transfers, working conditions, employee complaints and other responsibilities assigned by the Township Board.
2. Any discussion with Township employees regarding changes in wages, hours, work assignments or other terms for employment shall be held only after review and agreement by the Administrative Committee.

## **GENOA CHARTER TOWNSHIP SAFE DRIVER POLICY**

### **A. PURPOSE**

The Township places the highest value on the safety and health of its employees and wellbeing of its citizenry. The Township acknowledges that the safe operation of motor vehicles by municipal employees is essential to ensuring the safety and well-being of all, and has established as its goal to ensure that all individuals who are granted the privilege of driving a municipal vehicle are safe and properly licensed operators.

The Township has full authority to determine who shall drive a vehicle, to establish vehicle operator standards, and to revoke the right to drive for failure to meet the standards. This policy defines the minimum standards for all Township employees. Nothing herein shall be constructed as to limit departments from setting higher standards that may be needed to meet the particular needs of the individual departments.

### **B. RESPONSIBILITIES**

The Township's safe driver program depends on the participation and cooperation of employees at all levels of the organization. The specific responsibilities of the employees are identified below:

## **C. DEPARTMENT HEADS**

### **Department heads or their designees shall:**

- Ensure that all employees are informed of this policy.
- Ensure the safe maintenance and operation of all assigned municipal vehicles
- Ensure that all vehicle operators are trained in the safe operation of all assigned motor vehicles.
- Enforce Township and departmental vehicle operating standards and procedures.
- Ensure that all assigned vehicles are inspected as prescribed by the Administration.
- Identify all employees who operate a vehicle and include those employees in the municipality's motor vehicle record flag program.
- Ensure that any individual departmental policies that define how safe vehicle operators will be disciplined are consistent with the overall intent of this policy.

## **D. SUPERVISORS**

### **Supervisors shall:**

- Ensure the safe operation of assigned municipal vehicles.
- Administer and enforce all Township and departmental policies and procedures regarding vehicle operation.

## **E. EMPLOYEES**

### **All vehicle operators shall:**

- Safely operate their assigned municipal vehicles.
- Maintain a valid and properly classed operator's license.
- Advise the Township Manager immediately of the loss of a valid operator's license by suspension, revocation, or expiration. Failure to comply may result in discipline up to and including employment termination.
- Perform safety checks of vehicles at the beginning of each work shift as described in the unit work rules.
- Promptly report to an on duty supervisor any vehicle safety defect found during inspection. Failure to report safety defects found during inspection may result in discipline up to and including termination.
- Maintain an assigned municipal vehicle's cab, bed and/or body in a clean and safe condition.



- Properly use furnished seat belts and/or other vehicle safety restraints.

## **F. TOWNSHIP ADMINISTRATORS**

### **The Genoa Charter Township Administration shall:**

- Maintain the motor vehicle record flag program.
- In cooperation with other departments ensure that all employees who operate vehicles have a valid operator's license.
- Monitor the motor vehicle records of all employees who may operate a vehicle and report record development to employee's department.
- Provide consultation and training to the departments as needed.

## **G. STANDARDS & PROCEDURES**

No employee shall knowingly operate a vehicle found to be in violation of a state safety code of the laws of the State of Michigan. No employees shall use seatbelts or other safety restraints provided whenever they are operating or riding in a vehicle. Only those employees who are determined to be safe operators will be allowed to drive a vehicle on behalf of the municipality.

## **H. CORRECTIVE ACTION INCLUDING DISCIPLINE**

Each department is encouraged to develop and implement a plan for reviewing vehicle accidents and administering appropriate corrective action. The following are minimum standards, which should be included in departmental plans:

The goal of corrective action is to ensure that employees who are entrusted with the operation of vehicles are safe drivers. Awareness and knowledge through training are the keys to safe driving. Whenever possible, training should be a first step in a corrective action program. Discipline may also be an appropriate form of corrective action.

An unacceptable motor vehicle driving record is one indication that an employee may not be a safer driver. The Administration will identify employees who develop unacceptable driving records and notify the appropriate department. Departments are encouraged to immediately enroll these employees in municipal-sponsored drivers training programs, or consult with the Administrative Committee about other appropriate training opportunities, and monitor the employees driving performance.

Preventable accidents involving stationary objects are the most frequently and preventable form of vehicular accident. Preventable accidents involving stationary objects may result in disciplinary action up to

and including discharge. Involvement in a preventable accident shall be considered unsatisfactory job performance, which may result in disciplinary action up to and including discharge.

Failure to comply with any part of this policy shall be considered unsatisfactory job performance, which may result in disciplinary action.

All vehicles shall be safely checked at the beginning of each shift by the assigned vehicle operator to ensure safe operating condition according to unit work rules.

Report any vehicle deficiencies according to department policies. Each department shall be responsible for ensuring that a quarterly safety inspection of all assigned vehicles occur, and are properly documented.

No smoking will be allowed in any township vehicle.

## **GENOA CHARTER TOWNSHIP MUNICIPAL VEHICLE USE POLICY**

### **A. PURPOSE AND SCOPE**

The purpose of this policy is to set forth the guidelines under which municipal vehicles will be authorized to Township employees and the guidelines under which Township vehicles may be used.

### **B. DEFINITIONS**

Municipal Vehicle – those automobiles, trucks, vans, or other self-propelled equipment owned, rented, or leased by the Township and licensed for travel on a public way

Township – shall mean Genoa Charter Township.

Employees – shall mean any person performing work on behalf of the Township through full time employment, part time employment, temporary employment, or through a contractual arrangement.

### **C. POLICY**

It is the policy of the Township that certain positions require access to municipal vehicles, either during the work shift or on a 24 hour on-call basis. Township vehicles are not personal vehicles and are not for personal use. Township vehicles should be viewed as belonging to citizens and are assigned solely for the purpose consistent with providing services to those citizens.

## **D. PROCEDURES**

### **A. Assignment of a Municipal Vehicle**

The assignment of a municipal vehicle during work time is based on job description. Appointing authorities who have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the Township Manager or appointing authority / department manager.

### **B. Assignment of a Municipal Vehicle for 24 – Hour Use (Vehicle Use Approved for Commuting Purposes)**

1. The assignment of vehicles for 24 hour use will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria which will be used in the determination of eligibility for 24-hour vehicle use include:
  - Officially designated on-call status;
  - Requirement for emergency availability;
  - Emergency of other equipment contained in the vehicle; and/or
2. Vehicle use is limited to travel to and from the residence and place of work. The vehicle should not be utilized for travel outside a direct commuting route for personal use.
3. Whenever a position becomes vacant, the authorization for 24 hour use shall be re-evaluated.
4. Township personnel assigned a municipal vehicle on a 24 hour basis will be provided a copy of this policy and will be required to sign a confirmation of receipt.

### **C. General Rules Governing Municipal Vehicle Use**

1. Municipal vehicles may only be used for legitimate municipal business.
2. Municipal vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to employees and individuals who are directly associated with Township work activity (board members, consultants, contractors, etc...) Family members shall not be transported in Township vehicles.
3. Vehicles should contain only those items for which the vehicle is designed. The Township shall not be liable for the loss or damage of any personal property transported in the vehicle.
4. Employees are expected to keep municipal vehicles clean, perform necessary preventative maintenance, and report damage or malfunction to their supervisors immediately.
5. Employee's assigned vehicles for commuting purposes are expected to park such vehicles in a safe location.

6. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle and otherwise comply with the Township safe driver policy.
7. Employees may not operate municipal vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
8. Employees who operate municipal vehicles must have a valid motor vehicle license issued the by the state of their residence and may be required to provide proof of valid motor vehicle license once every six (6) months.
9. Employees driving municipal vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
  - a. Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fines unless the payment of such fines is approved by the Township Manager.
  - b. Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours after the accident or citation. Failure to provide such notice will be grounds for disciplinary action in accordance with Section VI of this policy.
  - c. An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which punishment includes suspension or revocation of the motor vehicle license, with in his/her personal vehicle or in a municipal vehicle, must notify his/her supervisor within 24 hours. Conviction of such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.

## **E. SPECIAL CIRCUMSTANCES**

This policy is intended to provide a basic framework governing the use of municipal vehicles, and as such, cannot contain provisions governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the Township Manager who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

## **F. SANCTIONS**

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of municipal vehicle privileges, suspension, and/or termination from Township service.

**EMPLOYEE SIGNATURE**

I, \_\_\_\_\_, having read this policy, agree to comply with the provisions of Genoa Charter Township's vehicle use policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

I, \_\_\_\_\_ acknowledge receipt of the Genoa Charter Township Employee Handbook.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

**ADOPTION OF  
GENOA CHARTER TOWNSHIP  
UTILITY-SPECIFIC HANDBOOK**

Due to the nature of the work that the Township Utility Department employees perform, specific policies have been carefully developed that apply solely to the above-mentioned employees. These employees, however, should also review and acknowledge receipt of the Genoa Charter Township Employee Handbook that was originally adopted on May 21, 1990 and amended thereafter. For these employees, where there is a discrepancy between this Utility-Specific Handbook and the general Employee Handbook in interpretation of a policy or practice, the Township Utility- Specific policy will supersede those other policies and amendments.

# **GENOA CHARTER TOWNSHIP UTILITY DEPARTMENT**

## **PROBATIONARY PERIOD POLICY**

### **I. PURPOSE**

Genoa Charter Township (hereinafter referred to as the “Township”) places the highest value on integrating new employees into the Township and making sure that they are successful. We feel that it is important to identify an Introductory Period in which your performance, based on clearly identified expectations, is being evaluated. Genoa Charter Township identifies this period as the “Probationary Period”. We sincerely value the input of all employees and hope you find your employment with us rewarding, enjoyable and sustainable.

### **II. SCOPE**

This policy applies to all Genoa Charter Township Utility Department employees, regardless of employment status.

### **III. POLICY**

The first 90 days of your employment are considered to be a Probationary Period that gives you and the Company a chance to get to know each other. Your performance will be evaluated during this time to assess your potential for continued employment. This period also provides you with the opportunity to evaluate us as an employer. You will have a formal review at the end of this 90-day period. We encourage you to share your thoughts with your supervisor during your 90-day review, as well as throughout your employment.

This policy does not alter your at-will employment status meaning that you or the Township may terminate your employment at any time, with or without cause and with or without notice. The Probationary Period is not intended to express or imply that you will be working for any particular duration or under a contract of employment.

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT**  
**HOURS OF OPERATION POLICY**

**I. PURPOSE AND SCOPE**

The purpose of this policy is to provide employees with the guidelines for what Genoa Charter Township considers normal workplace practices that affect day-to-day activities. Such practices include, but are not limited to, an employee’s work week and normal work hours, employment status, lunch break, and overtime.

The policy is applicable to all regular full-time, regular part-time and temporary employees.

**II. WORK WEEK AND NORMAL WORKING HOURS**

Regular Township working hours are Monday through Friday, 9:00 a.m. to 5:00 p.m., as indicated in the Genoa Charter Township Employee Handbook. The workweek will normally consist of five (5) working days and/or 40 hours per week, however, nothing will constitute a guarantee of 40 hours per week.

Due to the nature of our work, some of the Utility Department staff may be assigned regular work hours that differ from the Township’s standard office hours as listed above. These special schedules will be discussed with employees upon employment so that there is a clear understanding of what is expected and so that Township operations can run smoothly. Normal hours of operations for the Field Services and Plant Division’s staff are Monday through Friday, 8:00 a.m. to 4:00 p.m. The work week will normally consist of five (5) working days and/or 40 hours per week. The working days are not limited to week days.

The following table outlines the normal hours of operation for the Water and Wastewater Treatment Plants that are run by the Township, starting with the beginning of a work week. **NOTE: If a Wastewater Treatment Plant Operator is asked to cover the weekend shifts, then he or she will receive the following Thursday and Friday off.**

	<i>Saturday</i>	<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
<b>Wastewater Treatment Plants</b>	8am - 4pm	8am - 4pm	8am - 4pm	8am - 4pm	8am - 4pm	8am - 4pm	8am - 4pm
<b>Water Treatment Plants</b>	As demand dictates	As demand dictates	8am - 4pm	8am - 4pm	8am - 4pm	8am - 4pm	8am - 4pm



### III. OVERTIME

A willingness to work overtime as necessitated by workload and job function is a requirement of employment. Overtime is defined as hours worked in excess of 40 hours per work week. For non-exempt/hourly positions, overtime will be paid at time-and-one-half the hourly rate of pay.

The overtime policy for office personnel is outlined in the Township Employee Handbook (please see page 10 for details); overtime for office personnel is generally discouraged, and requires prior authorization.

This section is applicable to Township Field Services and Plant personnel.

The Township will appoint weekly primary and secondary “on-call” employees for emergency purposes and to cover unplanned events. The primary “on-call” employee will receive two (2) hours of overtime pay (if qualified in chart below), whether he or she is called or not. The secondary “on-call” employee will receive one (1) hour of overtime pay for the week, whether he or she is called or not (please see chart below for qualifications). If the on-call designated employee is called in and works more than the OT scheduled overtime above, he or she is entitled to receive pay for the additional time. This additional overtime will be counted from the time of departure to the time of return with a maximum of thirty (30) minutes allowed for drive time (one-way).

### IV. EMPLOYMENT STATUS

The amount of hours an employee works per week is dependent upon his or her employment status. The following table reflects Township’s employment status classifications and their respective scheduled hours and pay statuses.

	<u>Full-time regular</u>	<u>Part-time regular</u>	<u>Temporary Employees</u>
<b>Scheduled weekly hours</b>	40	Less than 40 but a routine amount/week	Varies based on assignment
<b>Overtime Pay Eligibility</b>	Determined by Job Classification: Non-Exempt → Yes Exempt → No	All Non-Exempt: Yes	All Non-Exempt: Yes

### ***Non-Exempt and Exempt Employees***

When hired, you will be classified as either an exempt or non-exempt employee. This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per work week. These employees are referred to as non-exempt in this policy. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees are, for example, managers, supervisors, professional staff, and others whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by the Federal Fair Labor Standards Act ("FLSA") and applicable state law. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

#### **I. LUNCH BREAK**

Each employee will normally be allowed a 30-minute paid lunch break. This break should be scheduled between 11:00 a.m. to 1:00 p.m.

## **GENOA CHARTER TOWNSHIP UTILITY DEPARTMENT INCLEMENT WEATHER POLICY**

#### **I. PURPOSE**

The purpose of this policy is to address the Township's practice in the event of inclement weather.

#### **II. SCOPE**

This policy applies to all Township Utility Department employees, regardless of employment status.

#### **III. POLICY**

Due to the nature of our business, we are required to provide uninterrupted service to our citizens. As a result, Township Utility Department facilities and sites are never officially closed. It is the employee's responsibility to report to active duty on time and on the day he or she is scheduled to work, regardless of the weather conditions. If an employee calls off due to inclement weather, he or she is required to report that time as a vacation or personal day if the employee is entitled to such time. So that we can maintain "24-hour 365-day per year" service, absence due to inclement weather must be reported with sufficient notice so that arrangements can be made to cover the essential duties of the absent employee.

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT  
DRESS CODE AND UNIFORM POLICY**

**I. PURPOSE AND SCOPE**

The purpose of this policy is to provide employees with the guidelines for what the Township considers appropriate attire for the workplace. The policy also covers special work apparel that is required to be worn for certain positions.

The policy is applicable to all regular full-time, part-time, and temporary employees.

**II. PROFESSIONAL APPEARANCE**

Professional appearance, attitude and manner enhance the impression our community has of the Utility Systems. Employees should be cognizant of this and dress appropriately for the activity involved. Attire considered unsuitable for any business organization should be avoided. Examples of unsuitable attire are torn and tattered clothing, shorts, revealing low cut tops, t-shirts with offensive language, etc. If in question, don't wear it. If an employee's supervisor advises the employee that his or her attire is unacceptable, he or she may be sent home to change. This time is generally not paid by the Township.

**III. BOOT REQUIREMENT**

For the employees' safety, all Township utility **field staff** will be required to wear protective footwear. Safety boots must be manufactured and labeled in accordance with Occupational Safety and Health Administration (OSHA) and the Township's standards. Boots must be leather, steel-toed, all weather purpose, and have a minimum of six inch ankle height.

The Township will cover the cost for one pair of approved safety boots per year. A year is calculated from the date of the purchase. All safety boot requests should be directed to the employee's supervisor prior to purchase.

**IV. UNIFORMS**

The Township will issue uniform shirts and may purchase inclement weather clothing from time to time. Genoa Township Operators will receive six (6) uniform shirts for the first year of employment. If needed, at the discretion of the Administrators, the employee may request replacement of worn uniform clothing which will be replaced at the cost of the Township. It is the responsibility of the employee to purchase his or her own pants. Pants must be jeans or traditional work pants and must not have any holes. Managers who make appearances in

the field are also subject to wear appropriately deemed work pants as described above, with the exception of jeans.

It is mandatory that Township issued clothing be worn during an employee's shift. All uniform requests should be directed to the employee's supervisor prior to purchase.

## **V. PRE-AUTHORIZATION**

As stated in the policy, all boot and uniform requests should be directed to employee's supervisor prior to purchase by means of completing the Uniform and Safety Boot request form. the Township has established contracts with local vendors who supply the type of uniforms and boots that we require. Therefore, in most cases, the Township will pay for the cost of the approved purchases by way of a direct bill. A list of pre-approved stores will be provided to employees. Employees will be required to bring a voucher into the store so that employment can be verified. This voucher should be requested and obtained from the employee's supervisor after official authorization has been granted.

## **VI. REIMBURSEMENT**

In some cases, the employee may need to purchase his work boots and/or uniform attire such as winter bibs or coveralls at his own expense and submit a request for reimbursement. When possible, this situation should be avoided.

As stated above, all purchases require supervisor's approval. If an employee makes a purchase without prior authorization, the Township may deny the reimbursement request.

**VII. EMPLOYEE SIGNATURE**

I, \_\_\_\_\_, having read this policy, agree to comply with the provisions of Genoa Charter Township's Utility Department Dress Code and Uniform Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date



**Uniform and Safety Boot Approval Form**

**Requestor:**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

**Supervisor's Pre-purchase Approval:**

The requestor is required to wear safety boots on the job and management has determined that he/she is eligible for reimbursement.

Reimbursement Limit (includes sales tax) (*Check one*)

- \$200 for steel-toe (leather or equivalent) boots meeting company and OSHA requirements
- Winter bib
- Winter coat
- \$\_\_\_\_\_ for specialty uniform (describe): \_\_\_\_\_

I have informed the requestor that footwear must be OSHA compliant. Note: post-purchase verification of compliance is required for reimbursement.

\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Date

**Supervisor's Post-purchase Verification**

The subject protective footwear meets the applicable ANSI/company standards:

- Yes     No

\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Date

**Final Routing**

*(Sends form to Human Resources for recordkeeping)*

- Entered in boot and/or uniform tracker

Received date: \_\_\_\_\_

Date

Previous boot reimbursement date: \_\_\_\_\_

Date

## Boot and/or Uniform Voucher Form

**Employee Name:** \_\_\_\_\_

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

**COMPANY PAYS  
UP TO:  
\$ 200.00  
For Steel Toe Boots  
(Including sales tax)**

**Company Name:** Genoa Charter Township

**P.O. #:** \_\_\_\_\_

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

**Signature of Purchaser:** \_\_\_\_\_

**Authorization Signature:** \_\_\_\_\_

*Vendor: this voucher verifies that the employee works for Genoa Charter Township and that you have our permission to charge our account up to the allotted amount listed above.*

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT  
BUILDING AND SITE SECURITY POLICY**

**I. PURPOSE AND SCOPE**

The purpose of this policy is to provide employees with the guidelines of the Township's building and site security procedures.

The policy is applicable to all regular full-time, part-time, and temporary employees.

**II. POLICY**

The Township maintains building security systems to protect office and facility property (i.e. water and wastewater treatment plants, pump stations, etc.), municipal equipment, and work-in-progress. Maintaining the security of municipal buildings/facilities and vehicles is the responsibility of every employee and should be treated seriously. Employees will be advised about the proper building entrances, exits, and lock-up procedures at the time of hire and when changes in security practices or procedures occur. Confidential information, master records or procedures, and personal property of value should be securely stored in desks or filing cabinets as appropriate. Visitors should be kept to a minimum.

Questions regarding building or site security procedures and practices should be directed to the employee's supervisor or the Utility Department Administrators.

**III. ENFORCEMENT**

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of building access, municipal vehicle privileges, suspension with or without pay, and/or termination of employment.



**IV. EMPLOYEE SIGNATURE**

I, \_\_\_\_\_, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Building and Site Security Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

## **GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT**

### **CODE OF CONDUCT POLICY**

#### **I. PURPOSE AND SCOPE**

In addition to Genoa Township's Harassment Policy (as outlined in the Employee Handbook), Genoa Charter Township (the "Township") Utility Department maintains a personal appearance and behavior Policy. This policy is directed toward conduct that may not otherwise fall within the definition of harassment, but nonetheless projects potential image problems for the Township.

The policy is applicable to all regular full-time, part-time, and temporary employees.

#### **II. POLICY**

The Township Utility Department has a Dress Code and Uniform Policy. The Township relies on employee's strict adherence to this policy as well as using good judgment to dress appropriately for the Township's business and the job he or she is performing. An employee should always be cognizant that while dressed in company attire he or she is projecting a professional image of the Township for our current and potential customers. Employees should not visit certain questionable establishments while in uniform. Visiting such establishments for example, bars, gentlemen's clubs, etc., jeopardizes the professional image of the Township. For this same reason, municipal vehicles should not be parked at such establishments.

Likewise, unprofessional behavior in the workplace, such as rude or vulgar language, sexually related conversations, inappropriate touching (i.e. kissing, hugging, massaging, sitting on laps) of another employee or customer, and any other behavior of a sexual or unprofessional nature is prohibited.

#### **III. MANAGEMENT RESPONSIBILITY**

Supervisors are responsible for creating and maintaining a positive, productive, and professional work environment. Supervisors are required to notify the Township's Utility Director or the Deputy Director immediately of any allegations or evidence of misconduct. As representatives of the Township, supervisors and other members of management understand that they may be held personally liable and responsible for acts of misconduct that they commit, condone, tolerate or fail to report and/or investigate. The Township requires all members of management to cooperate completely in the investigation of any claims of misconduct, and to refrain from penalizing any person for making a complaint of misconduct.

#### **IV. ENFORCEMENT**

All Township Utility Department new employees will receive a copy of this policy and existing employees will be required to periodically acknowledge review and understanding of this policy. Failure to comply with any provisions of this policy may result in disciplinary action up to and including suspension with or without pay and/or termination of employment. This applies to all employees, including supervisors and management.

### **GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT SAFETY POLICY**

#### **I. PURPOSE AND SCOPE**

The Township is committed to providing and maintaining a healthy and safe work environment for all employees. A strong health and safety program protects employees, customers, and the Township and ensures the success of all parties involved.

This policy applies to all Township Utility employees.

#### **II. POLICY STATEMENT**

The Township recognizes that the health and safety of our employees and the public we serve is of paramount importance in the delivery of our services. Safety shall be the first consideration in the design, delivery and performance of any job, task or assignment. The health and safety of our employees and public will not be compromised in order to provide expedient service.

#### **III. MANAGEMENT RESPONSIBILITY**

The management and leadership of the Township do, and will continue to, use its best efforts to ensure that an effective health and safety program is developed, implemented, periodically reviewed, and maintained. This program, including all applicable rules, policies and procedures, shall meet or exceed established federal, state, and local laws or regulations as well as those accepted as general industry practices. The Township's health and safety program shall be administered under the guidance of the Township Utility Director and Deputy Director.

Employees will be provided with ongoing training and education relative to preventative measures that can help minimize, control or eliminate known work place hazards. Employees will also be provided with the appropriate personal protective equipment to help guard against such hazards, and as such, shall be properly trained in its application and use.

#### **IV. IMMEDIATE SUPERVISOR'S RESPONSIBILITY**

During any working time, emergency response or training, the immediate supervisor is responsible for assuring that all safety regulations, rules, policies and procedures are implemented and properly adhered to. The immediate supervisor shall also ensure that subordinates exercise the proper use of personal protective equipment in conjunction with receiving the appropriate safety training for their assigned duties. The immediate supervisor is also responsible for responding to employee safety complaints, concerns or potential uncontrolled hazards that may be identified. This is then followed up through the use of the chain of command and shall involve the Township's Utility Director and/or Deputy Director as needed.

#### **V. EMPLOYEE RESPONSIBILITY**

Each employee of the Township has an important role in assuring the success of the health and safety program. The employee's responsibilities include, but are not limited to, the following:

- Remain safety conscious at all times, both on and off the job.
- Follow established health and safety rules, policies and procedures in the performance of their duties and assignments.
- Always use, and correctly wear, the appropriate personal protective equipment that has been provided and is relevant to the hazards of the task or duties assigned.
- Request additional information or clarification on any assignments that are unclear and for which there may be an unknown or uncontrolled hazard present.
- Operate all equipment, tools, machinery and vehicles in accordance with the manufacturer guidelines, safety practices and operator training instructions.
- Perform all assigned tasks and duties in accordance with the Township's policies, procedures, standard operating guidelines and training provided.
- Always use seat belts when operating or riding as a passenger in Township and privately owned vehicles (as stated in the Vehicle Use Policy).
- Immediately report to your immediate supervisor and co-workers any unsafe working condition, equipment malfunction, or other situation that could endanger you, other employees, or the public.
- Immediately report any injury, accident or incident involving injury, loss or a near miss that could have resulted in injury or loss, to your immediate supervisor.

- Cooperate and assist in the investigation of any injury, accident, incident or near miss investigation as may be required.
- Do not accept short cuts, alternative plans or actions, equipment, tasks or duties that may not comply with the Township's standards or that may present an uncontrolled hazard to you, other employees or the public.

New and existing Township Utility department employees will be trained relative to their job function and work requirements. Under no circumstance should an untrained or unequipped employee complete a task that could put him or her in danger.

## **I. ACCIDENT, INJURY AND INCIDENT REPORTING**

As previously mentioned, an employee shall immediately notify his or her Supervisor of any accident or incident that involves injury, damage, loss of property, private property, or well-being of a citizen. Immediately is defined as within 24 hours of the occurrence, preferably sooner.

The supervisory personnel, upon notification of an accident, incident, or near miss, shall immediately initiate an investigation including any rescue, medical response or care, scene stabilization, evidence preservation and/or corrective action as may be necessary. This investigation shall be documented utilizing the Township's process and forms, and shall include the immediate notification of the Utility Director and Deputy Utility Director. Initial documentation of the event should be submitted within 24 hours of the occurrence, to the administrative offices, understanding that additional follow-up, actions and/or measures may continue past this time period. In the unfortunate instance where notification of a family member or emergency contact may need to be made, it shall be the responsibility of the officer in charge or supervisor on duty and immediate notification shall also be made to the Utility Director.

The Township Utility Director and Deputy Director shall review all documentation of the event and perform follow-up as may be warranted. Each incident will be reviewed to determine the root cause of the incident and any potential corrective actions that may need to be taken to help prevent the reoccurrence, or reduce the potential impact of such an event. Policies, procedures, standard operating guidelines, work practices, personal protective equipment and the overall conditions of the event will be reviewed to determine if there is the need to change, modify or improve such measures.

## **II. ENFORCEMENT**

All Township Utility employees must comply with the health and safety standards and policies applicable to their job function. Clear and willful violation and disregard of this policy will be considered grounds for disciplinary action, up to and including termination of employment.

**III. EMPLOYEE SIGNATURE**

I, \_\_\_\_\_, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Safety Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT  
DRUG TESTING POLICY**

**I. PURPOSE AND SCOPE**

The Township believes that a healthy work force, free from the effects of drugs/controlled substances and alcohol, helps to ensure the provision of quality service to our customers. Conversely, the abuse of drugs/controlled substances and alcohol creates a variety of work force and workplace problems, including increased absenteeism, increased on-the-job injuries, increased cost for health care and other benefits programs, and decreased employee morale, resulting in a loss of productivity and a decline in the quality of services provided to our customers.

The quality of services provided to our customers is particularly important when we are entrusted with maintaining the safety of water supplies. We believe that any employee involved in the water quality field has the ability to affect the integrity of water supplies, so we are extending this policy to all Utility Department Field and Water/Wastewater Division employees.

**II. NON-DISCRIMINATION**

In accordance with the requirements of the Americans with Disabilities Act, the Township does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in the use of illegal drugs and who do not otherwise violate the provisions of this Policy, including but not limited to individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaging in such use.

**III. POLICY**

The Township will test these employees or any person who has been offered employment with the Township that falls within the scope listed above, for the presence of alcohol or illegally used drugs/controlled substances in accordance with the provisions of this policy.

For purposes of this policy:

- "*Alcohol*" means ethyl alcohol or ethanol, the types of alcohol found in alcoholic beverages.
- "*Drugs*" means any substance recognized as a drug in the official United States Pharmacopoeia,



the National Formulary, the official Homeopathic Pharmacopoeia of the United States, or other drug compendia, or supplement to any of those compendia; and as otherwise defined by Article 7, Part 71 of the Michigan Public Health Code, being MCL 333.7101 et seq, and as amended..

- “*Controlled substance*” means a drug, substance, or immediate precursor included in schedules 1 to 5 of Article 7, part 72 of the Michigan Public Health Code, being MCL 333.7201 et seq, and as amended and includes a controlled substance analogue as that term is defined by Article 7, Part 71 of the Michigan Public Health Code, being MCL 333.7101, et seq, and as amended.

#### A. Pre-employment

Any individual offered employment with the Township, as part of his or her general post-offer, pre-hire physical, will undergo testing for the presence of alcohol or illegally used drugs/controlled substances. A negative result (as well as demonstrated ability to perform the essential functions of the job offered) is required as a condition of hire. Conversely, candidates who test positive (or do not demonstrate the ability to perform the essential functions of the job) will not be hired. This contingency will be written in the employee’s offer letter.

The Township shall pay for the cost of the drug/controlled substance/alcohol screen. The prospective employee will not be compensated for time nor reimbursed for transportation or other expenses.

#### B. Active Employment

##### Random

Township Utility employees will be required to submit to random testing. This will include employees in the Field Services, Water, and Wastewater Division Department. The service provider selected by the Township to provide testing will select employees using a random number generator. An employee base of 0 - 24 will generate one test per quarter.

##### Reasonable suspicion

When there is reasonable suspicion that an employee is using alcohol or drugs/controlled substances, has reported to work or is working while impaired, the employee may be subject to alcohol/drug/controlled substance testing.

##### Post-Accident

Involvement in or responsibility for a work-related accident or safety incident may be cause for alcohol/drug/controlled substance testing.

Drug/controlled substance or alcohol testing shall occur during or immediately after the regular work period of current employees. The Township will pay all costs of testing.

Usually, the drug/controlled substance/alcohol test will involve only the collection of a urine sample. All sample collection and testing shall be performed in accordance with the following conditions:

- The collection of samples shall be performed under reasonable and sanitary conditions by a recognized health services provider selected by The Township.
- Samples shall be collected and tested with due regard to the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
- Sample collection shall be documented and the documentation procedures shall include:
  - (a) labeling of samples so as to reasonably preclude the probability of erroneous identification of test results; and
  - (b) an opportunity for the employee or prospective employee to provide notification of any information which he or she considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant medical information.
- Sample collection, storage, and transportation to the place of testing shall be performed so as to reasonably preclude the probability of sample contamination or adulteration.
- Sample testing shall be performed by certified or accredited laboratories, and sample testing shall conform to scientifically-accepted analytical methods and procedures. Testing shall include verification or confirmation of any positive test results before the result of any test will be used as a basis for any action by the Township.
- The Medical Review Officer will notify the Township Utility Director of negative and confirmed positive test results.

#### **IV. CONFIDENTIALITY**

All drug/controlled substance and alcohol test results reported to the Township will remain and be considered confidential. Results will only be disclosed within the Township and on a need-to-know basis and as allowed by law and retained in a secure location with controlled access. Information about an employee's medical condition or history obtained in connection with a drug/controlled substance and alcohol test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's drug/controlled substance and alcohol test results and other information gained in the testing process will only be otherwise disclosed in accordance with an individual's written authorization or as otherwise required by applicable law.

### Consequences of Refusal to Test or Positive Test

As stated in the Township Employment Handbook , the Township is an at-will employer, which means that you or the Township can terminate your employment at any time, with or without cause. We realize that drug/controlled substance and alcohol testing involves personal intrusion; but, after lengthy consideration, we have concluded that safety in the workplace and protecting the integrity of water supplies outweighs the intrusion. We have tried to design this program to be as un-invasive as possible while still meeting the goal of a drug/controlled substance and alcohol-free workplace. The following discussion of possible consequences is given because we want employees to know what to expect, but this discussion will not limit our right to terminate employment at any time, with or without cause.

The first thing an employee should know is this: If you use or are under the influence of drugs/controlled substances or alcohol, either while you work or close enough to your work time that the substances can be detected in your urine, you should expect to lose your job. This does not mean that we will terminate employment for every positive drug/controlled substance or alcohol test result, but be forewarned that termination certainly could happen. Also, if you refuse to provide a sample for testing when requested under this policy, the integrity of our program and safety of the workplace could be threatened, so you should expect to lose your job under this circumstance as well.

Because safety is our primary concern, in all cases in which a positive test results or the employee refuses to submit to a test, the employee will be relieved of duties as soon as possible. In most cases, we may immediately terminate employment. This is most likely to occur if there have been performance problems with the employee before or after testing, or when there was a reasonable suspicion of drug/controlled substance or alcohol use or influence, or an accident before testing. However, termination may also occur when none of these circumstances are present. Township management will use its discretion, after consultation with the Medical Review Officer, in making such decisions. In some cases, we may suspend the employee for a period of time without pay.

The Township reserves the right to change or suspend this policy or any part thereof at any time and at its sole discretion.

**Acknowledgment of Receipt of Genoa Charter Township Drug-Testing Policy**

I have received and reviewed a copy of the Genoa Charter Township Field and Water/Wastewater Division Drug-Testing Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT  
MUNICIPAL EQUIPMENT USE POLICY**

**I. PURPOSE AND SCOPE**

The purpose of this policy is to provide employees with the guidelines under which Township owned equipment will be authorized to employees and the rules under which the equipment may be used.

The policy is applicable to all full-time employees, part-time employees, and temporary employees.

**II. DEFINITION**

Municipal equipment is defined as any equipment that is owned, rented or leased by the Township, Marion, Howell, Oceola and Genoa Sewer and Water Authority ("MHOG"), or Genoa Oceola Sewer and Water Authority. (Examples of municipal owned equipment are, but not limited to, leaf blowers, chainsaws, snow removal equipment, lawn equipment, hand tools, lights, and power equipment.)

**III. POLICY**

The municipal equipment is restricted to be used for business purposes only and is to be used only during an employee's shift. Employees are expected to maintain and treat municipal equipment at least as well as they would their personal equipment. Any damage to this equipment should be reported immediately to employee's supervisor.

The use of municipal equipment for personal use is strictly prohibited.

If an employee is assigned to a municipal vehicle for 24-hour use and that vehicle stores municipal owned equipment, that equipment should remain in the vehicle while at employee's place of residence.

**IV. VIOLATION OF POLICY**

If the Township discovers that an employee is using municipal owned equipment for personal use, the employee would be in direct violation of this policy. This may result in disciplinary action up to and including removal of municipal equipment privileges, suspension with or without pay, and/or termination of employment.

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT**  
**MUNICIPAL VEHICLE USE POLICY**

**I. PURPOSE AND SCOPE**

The Township places the highest value on the safety and health of its employees and well being of its citizens. The Township acknowledges that the safe operation of motor vehicles by Utility employees is essential to ensuring the safety and well-being of all, and has established its goal to ensure that all individuals who are granted the privilege of driving a municipal vehicle are safe and properly licensed operators. The purpose of this policy is to set forth the guidelines under which municipal vehicles will be authorized to Township employees and the guidelines under which the Township vehicles may be used.

**II. DEFINITIONS**

Municipal Vehicles – are defined as those automobiles, trucks, vans, or other self-propelled equipment owned, rented, or leased by the Township and licensed for travel on a public way.

Township – shall mean the Genoa Charter Township Utility Department.

Employees – are defined as any person performing work on behalf of the Township through full-time employment, part-time employment, temporary employment, or through a contractual arrangement.

**III. POLICY**

It is the policy of the Township that certain positions require access to municipal vehicles, either during the work shift or on a 24 hour on-call basis. Township vehicles are not personal vehicles and are not for personal use. Township vehicles should be viewed as belonging to citizens and are assigned solely for the purpose consistent with providing services to those citizens.

**IV. PROCEDURES**

**A. Approved Drivers:** Employees will be approved for driving Municipal Vehicles provided they meet all of the following criteria:

- Hold a valid driver’s license in the state of residency.
- Have a driving record acceptable to Genoa Charter Township’s insurance carrier.
- Have not had approval denied in writing by Genoa Charter Township within the last 12 months.

**B. Assignment of a Municipal Vehicle:**

The assignment of a municipal vehicle during work time is based on job description. Appointing authorities who have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the Utility Director or appointing authority / department manager.

**C. Assignment of a Municipal Vehicle for 24 – Hour Use (Vehicle Use Approved for Commuting Purposes):**

The assignment of vehicles for 24-hour use will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria which will be used in the determination of eligibility for 24-hour vehicle use include:

- Officially designated on-call status
  - Requirement for emergency availability
  - Emergency of other equipment contained in the vehicle; and/or
  - Vehicle use is limited to travel to and from the residence and place of work. The vehicle should not be utilized for travel outside a direct commuting route for personal use. If an employee is in violation of this policy and using a Municipal Vehicle for personal use, the employee may be responsible for the full cost of any damages and/or liabilities that occur during such use.
1. Whenever a position approved for 24-hour use becomes vacant, the authorization for 24-hour use shall be re-evaluated.
  2. Township personnel assigned a municipal vehicle on a 24-hour basis will be trained in the safe operation of all assigned municipal vehicles and be expected to maintain the municipalities' motor vehicle record log, in addition to signing confirmation of receipt of this policy.

**D. General Rules Governing Municipal Vehicle Use**

1. Municipal vehicles may only be used for legitimate municipal business.
2. Municipal vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to employees and individuals who are directly associated with Township work activity (board members, consultants, contractors, etc...) Family members shall not be transported in Township vehicles.

3. Vehicles should contain only those items for which the vehicle is designed. The Township shall not be liable for the loss or damage of any personal property transported in the vehicle.
4. Employees are expected to maintain and treat Municipal Vehicles at least as well as they would their personal vehicle. Employees are expected to keep municipal vehicles clean, perform necessary preventative maintenance, and report damage or malfunction to their supervisors immediately. A vehicle record log should be kept in the municipal vehicle and usage should be tracked by drivers on a **weekly basis**. Oil is to be checked per manufacturer's guidelines. Vehicle record logs are collected from vehicles periodically.
5. Employee's assigned vehicles for commuting purposes are expected to park such vehicles in a safe location.
6. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle.
7. No smoking will be allowed in any Township vehicle.
8. In accordance to Michigan Law, employees shall not read, manually type, or send a text message on a wireless 2-way communication device that is located in the employee's hand or in the employee's lap, including a wireless telephone used in cellular telephone service or personal communication service, while operating a Township vehicle that is moving on a highway or street.
9. Employees may not operate municipal vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
10. Employees who operate municipal vehicles must have a valid motor vehicle license issued by the state of their residence and may be required to provide proof of valid motor vehicle license once every six (6) months.
11. Employees driving municipal vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
  - a. Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fines unless the payment of such fines is approved by the Township Manager. Every effort will be made to make a fair and consistent judgment call and the Township may require a written statement of events that led to the fine.
  - b. Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours. Failure to provide such notice will be grounds for disciplinary action in accordance with Section VI of this policy.



- c. An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which punishment includes suspension or revocation of the motor vehicle license, with in his/her personal vehicle or in a municipal vehicle, must notify his/her supervisor within 24 hours. Conviction of such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.

#### **E. Check-in/Return of Vehicle**

Employees' adherence to the following check-in procedures should ensure that vehicles are kept clean and in good operating condition and minimize inconvenience to other drivers. Upon return of Municipal Vehicle to the Township:

1. Fill up the gas tank if it is less than ½ full.
2. Remove all trash and equipment from vehicle.
3. Clean the interior and exterior - wipe up dust, sweep out mud and dirt, and clean seats and floor mats if needed. Clean out the bed of the pick-up.
4. Take vehicle to the car wash if warranted.

Any significant information relative to the condition or operation of a vehicle (strange noises, malfunctions, dents or scratches, necessary maintenance, etc.) is to be reported by the driver to the Facilities and Equipment Coordinator.

#### **V. SPECIAL CIRCUMSTANCES**

This policy is intended to provide a basic framework governing the use of municipal vehicles, and as such, cannot contain provisions governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the Township Manager who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

#### **VI. SANCTIONS**

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of municipal vehicle privileges, suspension, and/or termination from Township service.

**VII. EMPLOYEE SIGNATURE**

I, \_\_\_\_\_, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Municipal Vehicle Use Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT**  
**CELLULAR TELEPHONE POLICY**

**I. PURPOSE AND SCOPE**

The purpose of this policy is to provide employees with the guidelines under which cellular phones and applicable allowances will be authorized to Township Utility Department employees and the rules under which the cellular telephones should be used for business purposes.

The policy is applicable to all regular full-time employees, regular part-time employees, and full-time and part-time temporary employees who work in the field or supervise field staff. This policy does not apply to office personnel.

**II. POLICY**

As a condition of employment, all Township Utility Department employees are required to carry a cellular telephone during the employee's shift as well as when he or she is assigned to be available for on-call coverage. While working an assigned shift, personal calls should be made during breaks or after regular business hours.

The Township understands that it is more convenient to carry one cellular device for both personal and business use. For this reason, the Township is providing an allowance for the use of personal cellular telephones for business purposes. In exchange for use of a personal phone for business purposes, eligible employees will receive a monthly allowance. The allowances have been determined by the employee's employment status and are as follows:

- Full-time regular employee: \$60.00 per month
- Part-time regular employee: \$30.00 per month
- Temporary employees: \$30.00 per month

A separate check, specifically for this cellular phone allowance, will be issued on a monthly basis and is subject to all applicable tax withholdings. Since the Township is providing an allowance, it is critical that downtime of service is kept to a minimum.

Employees are responsible for making their cellular telephone payments, even when the cost exceeds the monthly allowance. If the employee does not own a cellular telephone, he or she is required to purchase one prior to their first day of employment. The Township has chosen Verizon as their "carrier of choice" and as a result requires that all eligible employees purchase their cellular telephone devices thru this chosen carrier. A new employee is not expected to drop a current contract with another vendor but upon expiration of a non-

Verizon contract agrees to sign on with Verizon. The employee will be responsible for the cost of his or her own cellular phone accessories (e.g. charger, headset, Bluetooth devices, etc.) unless approved by the Township in advance.

### **III. LIABILITY**

Employees are responsible for their cellular telephones. If a device is lost, stolen, or damaged, the employee should immediately report this to his or her cell phone carrier and supervisor. Employees should resolve cellular telephone issues within five business days and may request the use of a Township loaner phone while their personal device is in service. We highly recommend that your personal cellular telephone plan includes an insurance policy. The Township will not be held liable for any cell phone contractual obligations in the event of voluntary or involuntary separation of employment.

**IV. EMPLOYEE SIGNATURE**

I, \_\_\_\_\_, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Cellular Telephone Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT  
COMPLAINT PROCEDURE POLICY**

**I. PURPOSE AND SCOPE**

The Township recognizes that problems will arise from time to time and believes all employees should be treated in a fair and equitable manner. Thus, the following procedures have been established to achieve equitable resolution.

The Township as a whole is committed to maintaining an open door policy. Any discrimination or allegation against an employee for presenting an issue, problem or complaint is prohibited.

This policy applies to all Township Utility Department employees, regardless of employment status.

**II. POLICY**

General - Any problems brought to the attention of the Township Utility or Deputy Director by an employee will receive an objective and unbiased hearing and, if appropriate, investigation. Every effort will be made to promptly resolve the issue in a fair and equitable manner without prejudice to any individual.

Responsibility - Each manager responsible for supervision and direction of other employees is responsible for the successful administration of this policy. In general, problems directly related to particular projects should be addressed to the appropriate supervisor first.

**III. PROBLEM RESOLUTION PROCEDURES**

1. Problems should be orally addressed with the appropriate supervisor as soon as possible, preferably within five (5) working days after its occurrence, or when the employee should reasonably have obtained knowledge of its occurrence. The discussion should include (a) a summary of the problem; b) the suspected cause; and c) possible solutions.
2. The employee should personally present the case.
3. The employee's direct supervisor will make every effort to resolve the issue. Should the questions be beyond the scope of existing policy or precedent, the supervisor shall seek the advice of the Township Utility or Deputy Director. In any event, a decision will be communicated by the supervisor to the employee as soon as possible.

4. Depending on the severity of the complaint, the problem and its solution may be recorded and include the signatures of the employee and the supervisor. The data collected may become a part of the employee's personnel record.
5. If the issue cannot be resolved within a reasonable period of time by the Director, or if the employee is not satisfied with the resolution, the problem may be submitted in writing to the Township Manager for further discussion and resolution attempts. Upon receipt of such complaint, the Township Manager will seek the advice of the Administrative Committee and together will investigate the matter and will render a decision in writing.
6. If the employee is not satisfied with the decision of the Administrative Committee, he or she may appeal to the Township Board, as outlined in the Genoa Township Employee Handbook. Such appeal must be filed in writing within ten (10) working days after receipt of the decision of the Administrative Committee. Upon receipt of such appeal, the Township Board will schedule a hearing and will render a decision, which will be final and binding. The employee will receive reasonable notice of the hearing, including reasonable notice as to the issues to be decided. At the hearing, the employee will be allowed to present evidence and arguments in support of his/her position and will be allowed an opportunity to rebut any evidence or arguments against his/her position.
7. If the employee fails to file a complaint within the time limits state above or fails to take a timely appeal to the next step, the claim may be waived.

## **GENOA CHARTER TOWNSHIP UTILITY DEPARTMENT PROFESSIONAL DEVELOPMENT POLICY**

### **I. PURPOSE**

The Professional Development policy has been implemented because the Township Utility Department feels that it is important to encourage and promote the continuous technical and professional advancement and overall growth of its employees. The professional development of Township employees benefits the employees, as well as the citizens we provide service to.

The Township strives to maximize its professional potential in a way that is equitable among staff and mindful of the cost of this investment.

Generally speaking, certifications/licenses and training expenses that are covered under this policy include a) expenses for training directly related to water and sewer operation, b) continuing education credits (CEC's) for license maintenance, and c) exam fees for obtaining a relevant license. Specific examples of reimbursable licenses/certifications include, but are not limited to, Municipal Wastewater Treatment Plant Operator, Storm Water Operator, Drinking Water and Wastewater System Operator, Distribution Operator, Industrial Wastewater Treatment Plant Operator, etc. The Township will also consider reimbursement for tuition-based classes that will enhance the employee's job related skill set.

## **II. SCOPE**

This policy applies to all regular full-time Township Utility Department employees.

## **III. POLICY**

Employees will be reimbursed for allowable costs if the following conditions are met:

- Prior approval is obtained from the employee's supervisor and the Township Utility Director or Deputy Utility Director.
- The license/certification or training being sought directly relates to an employee's current job responsibilities or one to which the employee can reasonably aspire within the Department.

Approval will be subject to the availability of Township funds and the relevance of the training to the Township needs. If an employee meets the requirements listed above, the Township Utility Department will cover up to \$500 per calendar year, for approved professional development expenses.

**NOTE:** Time required for review courses, sitting for exams, etc. are the employee's responsibility. This includes mileage and travel time to testing and/or exam sites.



## **ACKNOWLEDGMENT**

By signing below, I acknowledge that I have received a copy of the Genoa Township Employee Handbook, dated March 2011, and as amended. I understand that, except as provided in the Handbook, the terms and conditions of the Handbook supersede and control over any prior conflicting policy statements, representations, agreements or practices. I further understand that the Township reserves the right to modify, amend, supplement or delete any of the policies set forth in the Employee Handbook at any time, but that no such modification, amendment, supplement or deletion is valid unless it is in writing, approved by the Township Board.

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Employee Signature

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Today's Date



# MEMO

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

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

**DATE:** March 3, 2011

**RE:** Lake Edgewood Sewer, Oak Pointe Sewer, and Oak Pointe Water Rate Increases

**MANAGER REVIEW:** \_\_\_\_\_

.....

Genoa Township owns and operates three small utility systems, Lake Edgewood Sanitary Sewer System, Oak Pointe Sanitary Sewer System, and the Oak Pointe Water System. At the December 15, 2008, Board meeting we presented the Board with a summary of the financial state of these utility systems. In summary, both of the sewer systems were operating in a deficit and the water system had over \$1,000,000 in debt that is not being paid back. Historically these systems survived with development and growth funding the difference between expenditures and revenue. Our goal in December 2008 was to make these systems financially stable, without a significant financial impact to the current residents, and this continues to be our goal today.

The direction of the Board following the December 2008 meeting was to proceed with annual rate increases of between 4% and 8% per year, depending on the system, to reduce the operations fund deficit. However, we realize in these difficult economic times it is not feasible to continue the trend of large rate increases each year. Therefore, we are recommending for FY 2012 a minimum necessary rate increase for each system.

**Attachment #1** is a summary of the revised budget for FY 2011 and the proposed budget for FY 2012 for each system. This attachment provides a line by line explanation of the expenditure justifications. Significant changes from the previous year budget are highlighted for ease of reference.

**Attachment #2** is correspondence prepared by Pfeffer, Hanniford, and Palka, C.P.A recommending rate increases for each of the systems.

**Attachment #3** is a summary of the current financial state of these systems. For each system we have included a summary of the historic rate increases, the actual revenue and expenses from 2007 - 2010, the total money transferred into the operation fund from the new user fund, and the decrease in flow which is contributing to our decrease in revenue. As these documents show, we must develop a long term plan to project the financial viability of these systems. Ultimately, this will require further consolidation to achieve the efficiencies necessary to create financial stability for these small systems as they continue to experience flow decline. This plan should take place after we have completed the required improvements to each system that we have been achieving

each year. Additionally, we should provide some time for the benefits of the in house operations to take affect before settling on a long term financial plan for these systems.

Please find summarized below the recommended rate change for FY 2012:

**Lake Edgewood Sewer:**

We are recommending a 5% rate increase. We were able to hold a majority of expenses this year and the 5% rate increase will allow us to decrease the contribution from the new user fund from \$30,000 in FY 2011 to \$15,000 in FY 2012.

**Oak Pointe Sewer:**

We are recommending a 3% rate increase. In the past two years we have performed necessary maintenance and upgrades to the sanitary collection system, allowing us to project reduced expenses in FY 2012 due to decreases in line items 679 - sewer lines, 686 - sewer line cleaning, and 680 - pump stations. The proposed 3% rate increase projects a small surplus in the operations fund, allowing us to decrease the contribution from the new user fund from \$35,000 in FY 2011 to \$0 in FY 2012.

**Oak Pointe Water:**

We recommend a small rate increase of 2% to offset the anticipated increase in expenditures next year. This also provides a safety factor should water production trends continue to decrease.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to increase the Lake Edgewood metered sewer charges to \$6.37/1,000 gallons and to increase the flat rate sewer charges to \$109.77/quarter.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to increase the Oak Pointe metered sewer charges to \$5.98/1,000 gallons and to increase the flat rate sewer charges to \$125.76/quarter.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to increase the Oak Pointe metered water charges to \$3.08/1,000 gallons.

*Attachment 1*



GENOA TOWNSHIP  
LAKE EDGEWOOD SEWER  
FY 2012 BUDGET

ACCT #	DESCRIPTION	REVISED BUDGET FOR YR ENDING 3/31/2011	PROPOSED BUDGET FOR YR ENDING 3/31/2012	COMMENTS
<b>REVENUES</b>				
400	Billings - operations	298,912	318,864	Increase rates 5% with declining New User contrib.
420	Income - other	2,549	500	Flats \$104.54 to \$109.77
440	Income - interest	6	5	Metered \$6.07 to \$6.37/1,000 gallons
699	Trans - in LE new user	30,000	15,000	Based on 0% Flow Increase
<b>TOTAL INCOME</b>		<b>331,467</b>	<b>334,369</b>	
<b>EXPENSES</b>				
600	Accounting/auditing	3,700	3,700	No change
603	Administration - billings/meters	11,000	0	Part of new DPW system
609	Chemicals	18,500	18,500	No change
615	Consent order - groundh20 sodium	18,000	18,000	Hold
616	Capital projects	0	0	No planned capital projects
621	Director fees	5,500	0	Part of new DPW system
621.1	Deputy director fees	1,000	0	Part of new DPW system
625	Engineering - in house	5,500	0	Part of new DPW system
627	Engineering - general	1,400	1,000	Hold original budget
630	Engineering - separate projects	300	1,000	Hold original budget
633	GIS	1,000	2,000	Increase fot grinder pump program
639	Insurance	9,000	9,000	Hold
642	Labor - fixed	100,000	118,773	New amount per DPW budget and allocation %
648	Laboratory costs	14,000	14,000	Hold
654	Legal fees	500	500	Hold
657	Licenses, Fees, Permits	3,900	3,900	MDEQ groundwater fee
663	Office expenses	500	500	Hold
669	Refunds & adjustments	500	200	Hold
673	R & M - Building	2,000	2,000	Hold
675	R & M - Grounds	1,700	1,500	Not anticipating grounds expense
677	R & M - Plant equipment	15,000	20,000	Inc for new alum system to save chemical costs
678	R & M - Grinder pumps	2,500	2,500	Reimburse OP for repair costs
679	R & M - Lines	7,000	5,000	Dec - High due to air release change out in 2010
680	R & M - Pump stations	5,000	10,000	Decrease original budget from \$15,000 to \$10,000
682	R & M - Snowplowing/mowing	2,500	2,500	Hold
684	R & M - Generators	12,000	7,500	Dec - High due to ew cabinet on plant generator in 2010
681	R & M - Sewer line cleaning	6,598	7,100	Same level of effort in 2011
687	R & M - Other	1,050	1,000	Hold
688	R & M - Backups	762	762	Claim from grinder wiring - corrected
690	Sludge disposal	18,219	20,000	Similar volumes in 2011
692	Telephone	3,800	3,800	Hold
694	Tools & supplies	300	300	Reduced to sewer system specific tools
695	Tools & supplies - all systems	0	1,000	New line item - all system tools
701	Utilities - water	80	100	Lower water usage
702	Utilities - electric	47,500	48,000	Hold
704	Utilities - gas	5,000	5,000	Hold
706	Utilities - sewer BTS (DaVita)	850	3,200	New utility for customer hooking into BTS plant
<b>Total expenses</b>		<b>326,159</b>	<b>332,335</b>	
<b>Net revenues/expenses</b>		<b>5,308</b>	<b>2,034</b>	
<b>Beginning fund equity (deficit)</b>		<b>(252,934)</b>	<b>(247,626)</b>	
<b>Ending fund equity (deficit)</b>		<b>(247,626)</b>	<b>(245,592)</b>	

GENOA TOWNSHIP  
OAK POINTE SEWER  
FY 2012 BUDGET

ACCT #	DESCRIPTION	REVISED BUDGET FOR YR ENDING 3/31/2011	PROPOSED BUDGET FOR YR ENDING 3/31/2012	COMMENTS
<b>REVENUES</b>				
400	Billings - operations	567,315	591,599	3% INCREASE; Flats \$122.10 to \$125.76;
420	Income - other	1,119	100	Metered \$5.81 to \$5.98/1,000 gallons
425	Trans in - OP new user	35,000	0	Based on 0% Flow Increase
440	Income - interest	15	10	
<b>TOTAL INCOME</b>		<b>603,449</b>	<b>591,709</b>	
<b>EXPENSES</b>				
600	Accounting/auditing	3,700	3,700	No change
603	Administration - billings/meters	25,000	0	Part of new DPW system
609	Chemicals	10,000	10,000	Hold
615	Consent order - groundh20 sodium	24,000	25,000	Hold
617	Consent order - NaCl Contingency	0	2,000	For a new initiative pending MDEQ stipulation
621	Director fees	6,000	0	Part of new DPW system
621.1	Deputy director fees	7,000	0	Part of new DPW system
625	Engineering - in house	5,200	0	Part of new DPW system
627	Engineering - general	2,500	1,000	Reduce due to limited work
630	Engineering - separate projects	500	500	No special projects for OP sewer
631	GIS	500	2,500	Outside service for Tt to update collec sys & Grind
639	Insurance	10,500	12,000	Hold original budget
642	Labor - fixed	211,000	251,000	New amount per DPW budget alloc %
648	Laboratory costs	10,000	10,000	Lower due to actual analytical costs
654	Legal fees	100	100	Hold
657	Licenses, Fees, Permits	4,000	4,000	Still have to pay for GW discharge permit
663	Office expenses	750	500	Hold as per last yr
669	Refunds & adjustments	100	500	Hold as per last yr
673	R & M - Building	5,000	2,500	Expect lower building exp this yr
675	R & M - Grounds	1,000	1,500	Do not expect significant grounds work
677	R & M - Plant equipment	20,000	20,000	Hold, keep same amount due to equip age
678	R & M - Grinder pumps	45,000	45,000	Hold
679	R & M - Lines	42,000	10,000	Reduced from this yr due to air release change out
680	R & M - Pump stations	42,000	35,000	Older pumps have been replaced in past yrs
682	R & M - Snowplowing/mowing	7,500	7,500	Hold - rebid this yr
684	R & M - Generators	12,000	7,500	Significant repair to existing plant generator in 2010
686	R & M - Sewer line cleaning	12,500	8,000	Major effort in 2010 - all of Northshore - smaller this y
687	R & M - Other	0	1,000	Hold
688	R & M - Sewer backups	4,350	1	Hold original budget
690	Sludge disposal	21,596	23,000	Anticipated hauling cost for next yr
692	Telephone	7,400	7,400	Hold
694	Tools & supplies	5,000	1,000	Reduced to sewer system specific tools
695	Tools & supplies - all systems	0	3,000	New line item - all system tools
702	Utilities - electric	65,000	67,000	Hold
704	Utilities - gas	5,000	5,000	Hold
<b>Total expenses</b>		<b>616,196</b>	<b>567,201</b>	
<b>Net revenues/expenses</b>		<b>(12,747)</b>	<b>24,508</b>	
<b>Beginning fund equity (deficit)</b>		<b>(163,109)</b>	<b>(175,856)</b>	
<b>Ending fund equity (deficit)</b>		<b>(175,856)</b>	<b>(151,347)</b>	

GENOA TOWNSHIP  
OAK POINTE WATER  
FY 2012 BUDGET

ACCT #	DESCRIPTION	REVISED BUDGET FOR YR ENDING 3/31/2011	PROPOSED BUDGET FOR YR ENDING 3/31/2012	COMMENTS
<b>REVENUES</b>				
400	Billings - operations	323,029	328,230	2% INCREASE \$3.02 TO \$3.08/1,000 gallons
420	Income - other	0	0	Based on 0% Flow Increase
423	Income - capital charge	32,840	32,760	
425	Trans in - OP new user	0	0	
440	Income - interest	15	10	
<b>TOTAL INCOME</b>		<b>355,884</b>	<b>361,000</b>	
<b>EXPENSES</b>				
600	Accounting/auditing	3,200	3,200	No change
603	Administration - billings/meters	17,500	0	Part of new DPW system
609	Chemicals	12,000	14,000	Hold original budget
616	Capital projects	0	0	No planned capital projects
621	Director fees	5,000	0	Part of new DPW system
621.1	Deputy Director Fees	1,000	0	Part of new DPW system
625	Engineering - in house	1,000	0	Part of new DPW system
627	Engineering - general	300	500	Minimal need for o/s engr.
630	Engineering - separate projects	750	1,000	No anticipated engr proj for water system
633	GIS	1,000	1,000	O/S service for Tt to maintain GIS system
639	Insurance	8,500	9,000	Liability & property insurance
642	Labor - fixed	162,000	198,000	New amount per DPW budget and alloc %
648	Laboratory costs	500	1,000	MDEQ outside analytical
654	Legal fees	0	500	Hold
657	Licenses, Fees, Permits	1,000	1,000	MDEQ permit fees
663	Office expenses	600	600	No change
668	MXU program	12,000	12,000	Purchased 75 MXU's for this yr.
669	Refunds & adjustments	200	500	No change
673	R & M - Building	1,000	2,500	Not anticipating significant building repairs
675	R & M - Grounds	0	500	No change
677	R & M - Plant equipment	10,000	15,000	Reduction from original - no major repairs
679	R & M - Lines	16,000	10,000	Reduced - complete valve location and excavation
680	R & M - Pump stations	0	2,000	Hold - booster station repairs
682	R & M - Snowplowing/mowing	500	500	Hold
684	R & M - Generators	1,000	2,500	Reduced from original budget
685	R & M - Towers	3,000	2,500	Hold - tower repairs and inspections
687	R & M - Other	0	1,000	Hold
692	Telephone	1,500	1,500	Increase phone charges
694	Tools & supplies	2,000	500	Reduced to water system specific tools
695	Tools & supplies - all systems	0	2,000	New line item - all system tools
702	Utilities - electric	31,000	32,000	Hold
704	Utilities - gas	4,000	4,000	Hold
800	Debt	32,840	32,760	Hold
<b>Total expenses</b>		<b>329,390</b>	<b>351,560</b>	
<b>Net revenues/expenses</b>		<b>26,494</b>	<b>9,440</b>	
<b>Beginning fund equity (deficit)</b>		<b>80,386</b>	<b>106,880</b>	
<b>Ending fund equity (deficit)</b>		<b>106,880</b>	<b>116,320</b>	

*Attachment 2*



March 2, 2011

Honorable Board Members of Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

Dear Board Members:

We have worked with Dr. Gregory Tatara, Utility Director in revising the water and sewer rates for the Oak Pointe systems and the Sewer rates for the Lake Edgewood system.

Greg will be presenting the following rates at the Board meeting on March 7, 2011. We agree with the calculations and proposed rate increases.

Oak Pointe water - From \$3.02/1,000gal. to \$3.08/1,000gal. (2% increase)

Oak Pointe sewer metered - From \$5.81/1,000gal. to \$5.98/1,000gal (3% increase)

Oak Pointe sewer flat - From \$122.10/qtr. to \$125.76/qtr. (per REU) (3% increase)

Lake Edgewood sewer metered - From \$6.07/1,000gal. to \$6.37/1,000 gal. (5% increase)

Lake Edgewood sewer flat - From \$104.54/qtr. to \$109.77/qtr. (per REU) (5% increase)

We will also be present for the discussion of modifying the above rates.

If you should have any questions prior to the meeting, please don't hesitate to call.

Sincerely,

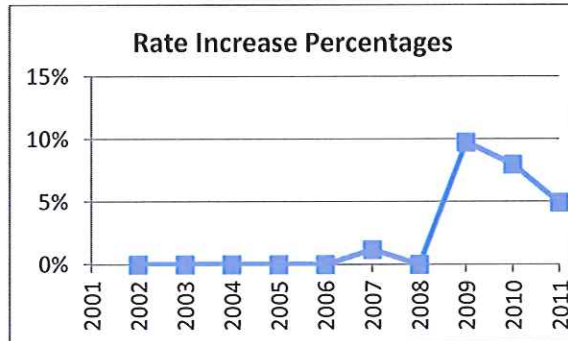
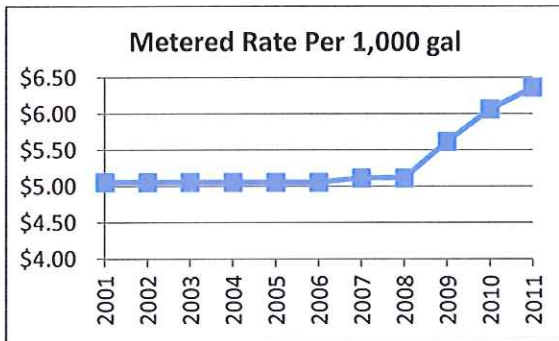


Kenneth J. Palka

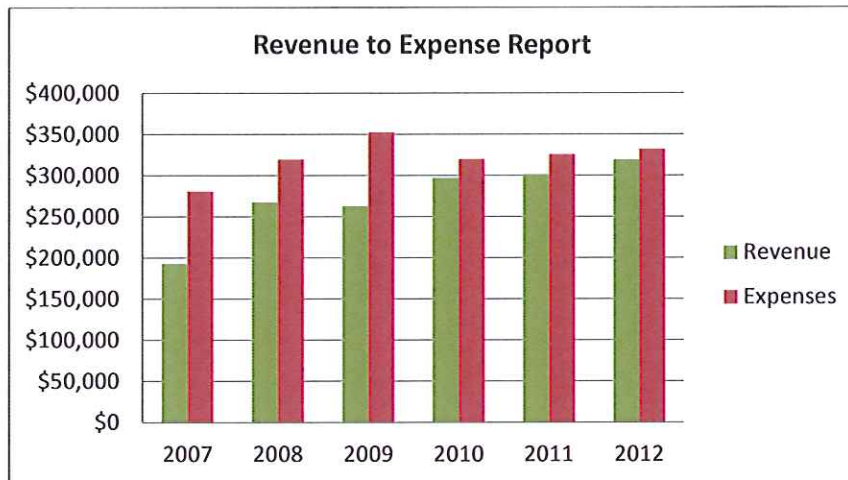
*Attachment 3*

# Lake Edgewood Sewer

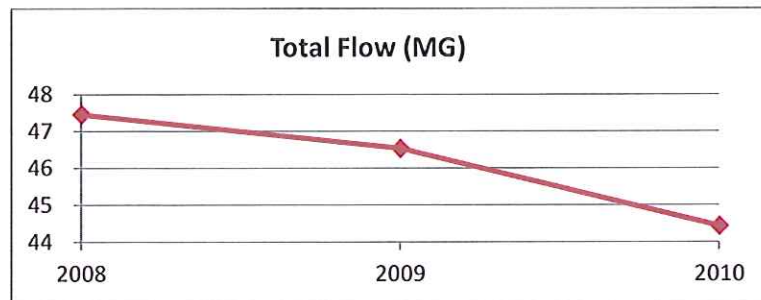
## Rate, Flow, and Financial Summary



See Note 5



See Notes 2, 3, 4, 6, & 8



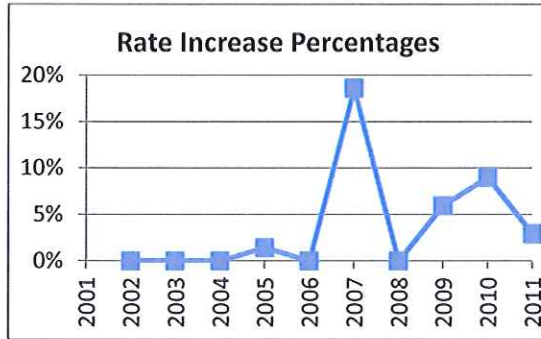
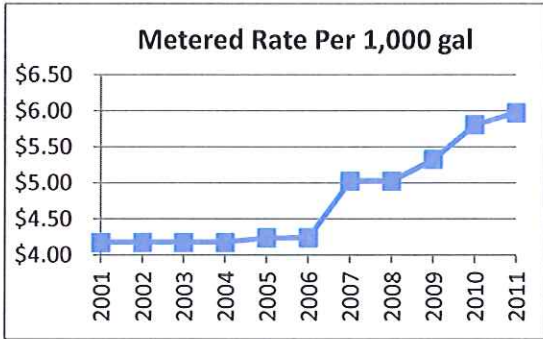
See Notes 6 & 7

**Notes:**

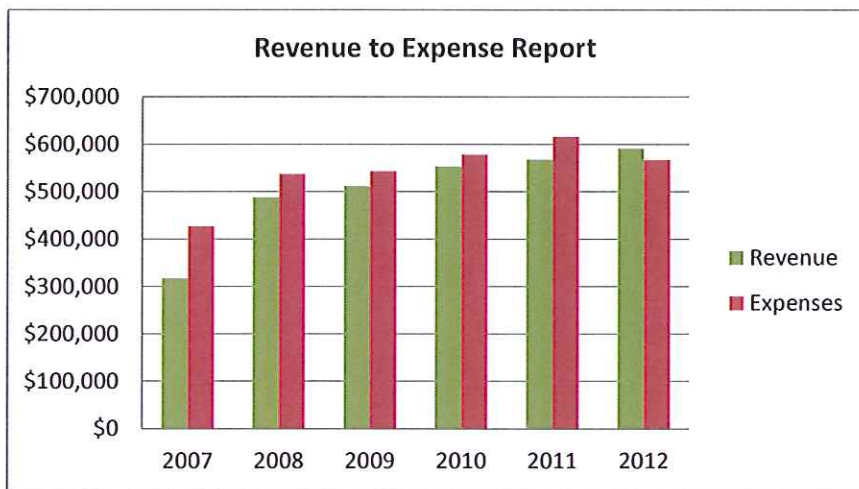
1. **\$240,000** has been transferred from the New User Fund to the O&M Fund between 2007 & 2010. This equates to 75% of the annual O&M Fund Budget.
2. The Revenue to Expense Report is based on the annual audit for FY 2007 through FY 2010.
3. 2007 was a 9 month year due to the change to a Charter Township.
4. The Revenue to Expense Report is based on projected numbers for FY 2011 and FY 2012.
5. The rates for Lake Edgewood sewer were not increased from 2001 through 2007.
6. Overall revenue is decreasing due to foreclosures, vacancies, and a decrease in use.
7. The volume treated at the plant decreased 7% between 2008 and 2010.
8. The gap between revenue and expenses is closing, due to holding expenses and rate increase.

# Oak Pointe Sewer

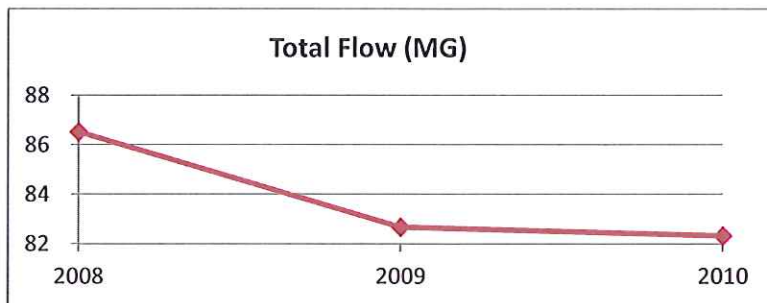
## Rate, Flow, and Financial Summary



See Note 5



See Notes 2, 3, 4, & 6



See Notes 6 & 7

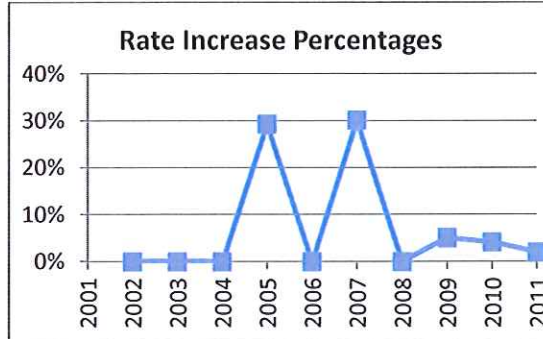
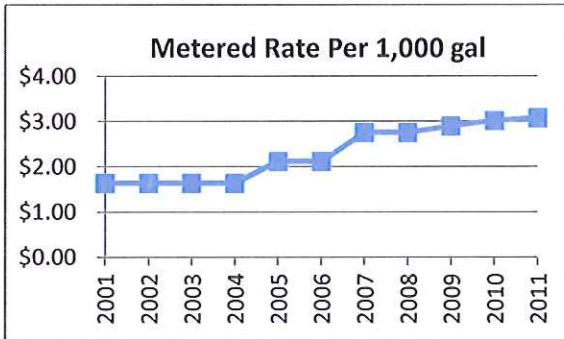
**Notes:**

1. **\$100,000** has been transferred from the New User Fund to the O&M Fund between 2007 & 2010
2. The Revenue to Expense Report is based on the annual audit for FY 2007 through FY 2010.
3. 2007 was a 9 month year due to the change to a Charter Township.
4. The Revenue to Expense Report is based on projected numbers for FY 2011 and FY 2012
5. The rates for Oak Pointe sewer were not increased from 2001 through 2005.
6. Overall revenue is decreasing due to foreclosures, vacancies, and a decrease in use.
7. The volume treated at the plant decreased 5% between 2008 and 2010.
8. The Oak Pointe Sewer System is over **\$300,000** in debt for capital improvements that is not being paid back

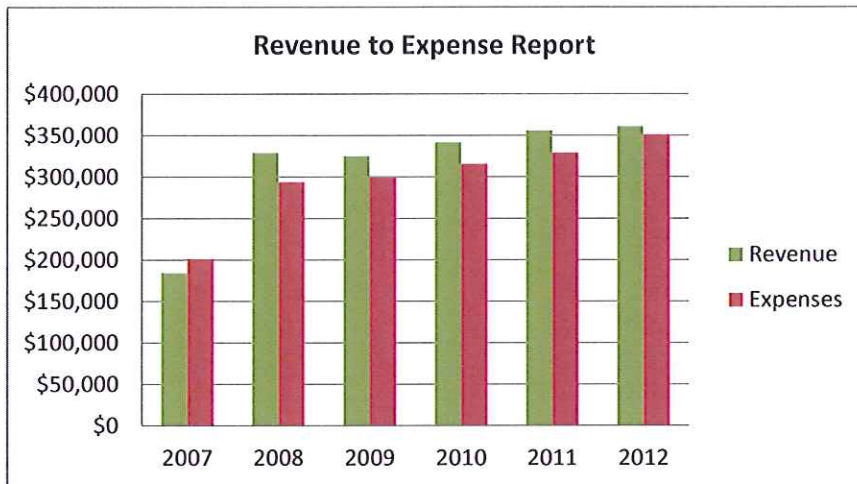


# Oak Pointe Water

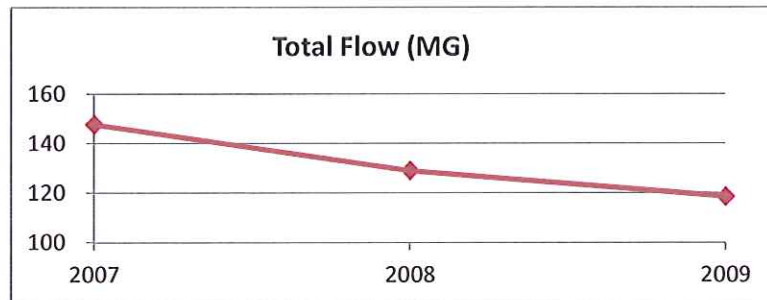
## Rate, Flow, and Financial Summary



See Note 5



See Notes 1, 2, 3, 4, & 6



See Notes 6 & 7

**Notes:**

- Oak Pointe Water is the only system that is operating with a slight surplus.
- The Revenue to Expense Report is based on the annual audit for FY 2007 through FY 2010.
- 2007 was a 9 month year due to the change to a Charter Township.
- The Revenue to Expense Report is based on projected numbers for FY 2011 and FY 2012.
- Oak Pointe Water is the only system that has had consistent rate increases and had increases prior to 2007.
- Overall revenue is decreasing due to foreclosures, vacancies, and a decrease in irrigation use.
- The volume produced at the plant decreased 20% between 2007 and 2009.
- Oak Pointe Water is over **\$1,200,000** in debt for bulk storage improvements that is not being paid back.

GENOA TOWNSHIP - GENERAL FUND  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012  
 MTG DATE - 3/7/11

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	APPR 2/7/11 2ND AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	% OF REMAINING EXPENSE BUDGET	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
<b>REVENUES</b>						
000-403-000	CURRENT REAL PROP TAXES	335	843,000	(842,665)		800,000
000-407-000	DELINQUENT TAXES - REAL/PER	1,452	5,000	(3,548)		5,000
000-423-000	COLLECT FEES/EXCESS OF ROLL	0	302,000	(302,000)		287,000
000-423-100	COLLECTION FEES - SCHOOLS	16,116	26,000	(9,884)		26,000
000-445-000	PENALTIES & INTEREST ON TAXES	1,041	2,000	(959)		2,000
000-475-000	ORDINANCE FINES	144	200	(56)		200
000-476-000	LICENSES & PERMITS	9,650	12,500	(2,850)		12,500
000-476-100	CABLE FRANCHISE FEES	215,350	250,000	(34,650)		260,000
000-477-000	METRO ACT FEES	0	13,500	(13,500)		13,500
000-480-000	TRAILER FEES	2,746	3,500	(754)		3,500
000-501-000	GRANT - WIND TURBINE	94,919	94,919	0		0
000-574-000	STATE SHARED REVENUES	676,127	950,000	(273,873)		900,000
000-608-000	CHARGES FOR SERVICES - APPLICA. FEES	18,502	25,000	(6,498)		25,000
000-631-000	REFUSE COLLECTION FEES	526,619	720,000	(193,381)		740,000
000-664-000	INTEREST INCOME	5,537	8,000	(2,463)		8,000
000-676-000	ADMIN FEE/DPW FUND (RENT)	0	20,000	(20,000)		50,000
000-676-100	ADMIN FEE/LIQUOR LAW FUND	2,625	3,500	(875)		3,500
000-678-300	TAXES ON LAND TRANSFER - BRIGHTON/HOWELL	0	123,300	(123,300)		115,000
000-678-302	TAXES ON LAND TRANSFER - HOWELL	0	2,900	(2,900)		0
000-678-700	WHITE PINES/STREET LIGHTING	0	650	(650)		650
000-695-000	OTHER MISC REVENUE	3,928	5,000	(1,072)		5,000
000-699-001	ELECTIONS - SCHOOLS, PRIMARY	3,811	3,811	0		4,000
	TRANSFERS IN - FROM #264 RD REIMB FUND	0	0	0		
	<b>TOTAL REVENUES</b>	<b>1,578,902</b>	<b>3,414,780</b>	<b>(1,835,878)</b>		<b>3,260,850</b>

GENOA TOWNSHIP - GENERAL FUND  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012  
 MTG DATE - 3/7/11

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	APPR 2/7/11 2ND AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	% OF REMAINING EXPENSE BUDGET	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
<b>EXPENDITURES &amp; TRANSFERS OUT TO OTHER FUNDS</b>						
101-703-000	TRUSTEES - SALARIES	17,550	31,000	13,450	43.39%	31,620
171-703-000	SUPERVISOR - SALARY	36,750	49,000	12,250	25.00%	49,980
191-703-000	ELECTION - SALARIES	40,885	41,000	115	0.28%	20,000
209-703-000	CONTRACTUAL - SALARIES	235,385	300,000	64,615	21.54%	310,000
210-801-000	PROFESSIONAL - LEGAL	44,520	50,000	5,480	10.96%	75,000
215-703-000	CLERK - SALARY	36,000	48,000	12,000	25.00%	48,980
223-801-000	PROFESSIONAL - AUDITOR	12,400	17,000	4,600	27.06%	17,000
241-801-000	PROFESSIONAL - ENGR./PLANNING	14,913	25,000	10,087	40.35%	30,000
241-802-000	PROFESSIONAL - IN HOUSE ENGR	13,576	21,000	7,424	35.35%	15,000
243-801-000	TAX ROLL PREPARATION	0		0		
247-703-000	BOARD OF REVIEW - SALARIES	477	8,000	7,523	94.04%	8,000
247-964-000	TAX CHARGEBACKS	8,863	20,000	11,137	55.69%	20,000
253-703-000	TREASURER - SALARY	36,000	48,000	12,000	25.00%	48,980
265-775-000	REPAIRS AND MAINTENANCE	68,685	90,000	21,315	23.68%	90,000
265-910-000	INSURANCE	216,960	295,000	78,040	26.45%	310,000
265-920-000	UTILITIES - ELECTRIC/GAS	9,357	16,000	6,643	41.52%	16,000
284-703-000	SALARIES - OTHER	199,361	260,000	60,639	23.32%	267,500
284-704-000	RETIREMENT	65,923	90,000	24,077	26.75%	95,000
284-715-000	PAYROLL TAXES - FICA/MEDICARE	45,947	72,000	26,053	36.18%	75,000
284-720-000	MESC - UNEMPLOYMENT TAXES	0	40,000	40,000	100.00%	20,000
284-727-000	PRTG., POSTAGE, OFFICE SUPPLIES	53,587	75,000	21,413	28.55%	75,000
284-850-000	TELEPHONE	12,016	17,000	4,984	29.32%	17,000
284-861-000	MILEAGE & TRAVEL EXPENSES	8,565	20,000	11,435	57.18%	20,000
284-957-000	DUES	16,018	25,000	8,982	35.93%	25,000
284-958-000	MTG. FEES & MISC EXPENSES	20,940	30,000	9,060	30.20%	30,000
284-959-000	APPLICATION FEES EXPENSES	6,771	15,000	8,229	54.86%	15,000

GENOA TOWNSHIP - GENERAL FUND  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012  
 MTG DATE - 3/7/11

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	APPR 2/7/11 2ND AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	% OF REMAINING EXPENSE BUDGET	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
284-959-001	SALARIES - PLANNING COMMISSION/ZBA	19,828	28,000	8,172	29.19%	28,000
301-703-000	ORDINANCE OFFICER - SALARY	35,444	44,000	8,556	19.45%	44,880
336-999-001	FIRE SUB STATION EXPENSES	16,128	22,500	6,372	28.32%	5,000
441-801-010	ROAD IMPROVEMENT	49,201	50,000	799	1.60%	100,000
441-803-000	REFUSE COLLECTION	640,914	856,000	215,086	25.13%	870,000
441-803-100	REFUSE BULKY ITEM DISPOSAL	6,084	10,000	3,916	39.16%	10,000
441-804-000	DUST CONTROL/CHLORIDE	52,862	53,000	138	0.26%	60,000
441-805-000	STORMWATER - NPDES MANDATE	0	0	0		0
441-971-000	WHITE PINES ST. LIGHTING	467	800	333	41.63%	800
751-881-000	RECREATION	47,394	65,000	17,606	27.09%	65,000
916-962-000	DRAINS AT LARGE	0	35,000	35,000	100.00%	35,000
929-977-000	CAPITAL OUTLAY	57,313	75,000	17,687	23.58%	75,000
929-978-000	TURBINE (GRANT)	99,065	115,000	15,935	13.86%	0
966-999-010	TRANS - OUT FUTURE RD IMPROVEMENT #261	200,000	200,000	0	0.00%	200,000
966-999-013	TRANS - OUT ROAD PROJECTS FUND #264	0	0	0		0
966-999-027	TRANS - OUT PARKS & RECREATION #270	75,000	600,000	525,000	87.50%	200,000
966-999-028	TRANS - OUT BLDG. & GR. - reserves - #271	45,000	45,000	0	0.00%	60,000
966-999-110	CONTINGENCIES	0	0	0		0
	TOTAL EXPENDITURES/TRANSFERS OUT	2,566,149	3,902,300	1,336,151		3,483,740
	REVENUES OVER (UNDER) EXPENDITURES & TRANSFERS OUT	(987,247)	(487,520)	(499,727)		(222,890)
	BEGINNING FUND BALANCE	2,086,569	2,086,569	0		1,599,049
	ENDING FUND BALANCE	1,099,322	1,599,049	(499,727)		1,376,159
		12/31/10	3/31/2011			3/31/2012



GENOA TOWNSHIP - LIQUOR LAW FUND #212  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012

APPR 2/7/11

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
<b>REVENUES</b>					
000-570-000	STATE SHARED REVENUE	12,711	12,711	0	12,500
000-664-000	INTEREST INCOME	6	8	(2)	8
000-695-000	OTHER INCOME	0	0	0	0
	<b>TOTAL REVENUES</b>	<b>12,717</b>	<b>12,719</b>	<b>(2)</b>	<b>12,508</b>
<b>EXPENDITURES</b>					
000-956-000	MISC. EXPENSE	200	500	300	500
330-702-000	LIQUOR LAW ENFORCEMENT WAGES	5,850	7,800	1,950	8,000
330-704-000	RETIREMENT	585	780	195	800
330-715-000	PAYROLL TAXES	468	624	156	640
330-716-000	LIQ. LAW ADMIN FEES - GENOA	2,625	3,500	875	3,500
	<b>TOTAL EXPENDITURES</b>	<b>9,728</b>	<b>13,204</b>	<b>3,476</b>	<b>13,440</b>
	<b>NET REVENUES/EXPENDITURES</b>	<b>2,989</b>	<b>(485)</b>	<b>3,474</b>	<b>(932)</b>
	<b>BEGINNING FUND BALANCE</b>	<b>3,208</b>	<b>3,208</b>	<b>0</b>	<b>2,723</b>
	<b>ENDING FUND BALANCE</b>	<b>6,197</b>	<b>2,723</b>	<b>3,474</b>	<b>1,791</b>

GENOA TOWNSHIP - ROAD IMPROVEMENT FUND #261  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	APPR 2/7/11 AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
<b>REVENUES</b>					
000-664-000	INTEREST INCOME	1,360	1,500	(140)	1,500
000-699-000	OPERATING TRANSFER IN (G/F)	200,000	200,000	0	200,000
	<b>TOTAL REVENUES</b>	<b>201,360</b>	<b>201,500</b>	<b>(140)</b>	<b>201,500</b>
<b>EXPENDITURES</b>					
441-968-000	I/96 LATSON INTERCHANGE	142,987	200,000	57,013	800,000
906-956-000	MISC	200	500	300	500
	TRANSFERS OUT	0	0	0	0
	<b>TOTAL EXPENDITURES</b>	<b>143,187</b>	<b>200,500</b>	<b>57,313</b>	<b>800,500</b>
	<b>NET REVENUES/EXPENDITURES</b>	<b>58,173</b>	<b>1,000</b>	<b>57,173</b>	<b>(599,000)</b>
	<b>BEGINNING FUND BALANCE</b>	<b>1,205,150</b>	<b>1,205,150</b>	<b>0</b>	<b>1,206,150</b>
	<b>ENDING FUND BALANCE</b>	<b>1,263,323</b>	<b>1,206,150</b>	<b>57,173</b>	<b>607,150</b>

GENOA TOWNSHIP - ROAD/LAKE REIMBURSEMENT FUND #264  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	APPR 2/7/11 AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012	FINAL YEAR ASSESSED
<b>REVENUES</b>						
000-664-000	INTEREST INCOME	1,046	1,250	(204)	1,250	
453-672-000	ASSESSMENTS - CHEMUNG WEED	744	33,000	(32,256)	33,000	JULY 2012
460-672-100	ASSESSMENTS - PARDEE LAKE 2	124	19,000	(18,876)	19,000	DEC. 2015
459-672-000	ASSESSMENTS - STATE STREET	0	3,000	(3,000)	0	DEC. 2010
NEW	ASSESSMENTS - CROOKED LAKE WEED	0	0	0	20,000	DEC. 2012
NEW	ASSESSMENTS - FENDT DRIVE	4,800	39,750	(34,950)	39,750	DEC. 2015
000-699-000	OPERATING TRANS IN FROM GF	0	0	0	0	
	OTHER INCOME	0	0	0	0	
	<b>TOTAL REVENUES</b>	<b>6,714</b>	<b>96,000</b>	<b>(89,286)</b>	<b>113,000</b>	
<b>EXPENDITURES</b>						
453-801-000	LAKE CHEMUNG WEEDS	28,712	35,000	6,288	35,000	
451-695-000	MISC.	2,000	2,500	500	2,500	
460-801-000	PARDEE LAKE WEEDS	18,835	22,000	3,165	22,000	
463-802-000	CROOKED LAKE WEEDS	0	0	0	20,000	
999-999-000	TRANSFER OUT - GF	0	0	0	0	
	OTHER ROADS	0	2,000	2,000	2,000	
	OTHER LAKES	0	2,000	2,000	2,000	
	<b>TOTAL EXPENDITURES</b>	<b>49,547</b>	<b>63,500</b>	<b>13,953</b>	<b>83,500</b>	
	<b>NET REVENUES/EXPENDITURES</b>	<b>(42,833)</b>	<b>32,500</b>	<b>(75,333)</b>	<b>29,500</b>	
	<b>BEGINNING FUND BALANCE</b>	<b>494,601</b>	<b>494,601</b>	<b>0</b>	<b>527,101</b>	
	<b>ENDING FUND BALANCE</b>	<b>451,768</b>	<b>527,101</b>	<b>(75,333)</b>	<b>556,601</b>	

GENOA TOWNSHIP - FUTURE DEV. PARKS & REC. FUND #270  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	APPR 2/7/11 2ND AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
<b>REVENUES</b>					
000-664-000	INTEREST INCOME	1,014	1,300	(286)	1,000
000-699-000	OPERATING TRANS IN FROM GF	75,000	600,000	(525,000)	200,000
000-699-001	MISC REVENUE	2,672	2,672	0	500
	<b>TOTAL REVENUES</b>	<b>78,686</b>	<b>603,972</b>	<b>(525,286)</b>	<b>201,500</b>
<b>EXPENDITURES</b>					
330-696-000	ATHLETIC FIELD - LIGHTING, PLAY GR EQ	142,645	160,000	17,355	75,000
330-697-000	BIKE PATH ADDITIONS	0	0	0	250,000
536-972-200	I-96 INTERCHANGE WALK	0	0	0	500,000
330-695-000	MISCELLANEOUS	1,179	3,000	1,821	2,000
	<b>TOTAL EXPENDITURES</b>	<b>143,824</b>	<b>163,000</b>	<b>19,176</b>	<b>827,000</b>
	<b>NET REVENUES/EXPENDITURES</b>	<b>(65,138)</b>	<b>440,972</b>	<b>(506,110)</b>	<b>(625,500)</b>
	<b>BEGINNING FUND BALANCE</b>	<b>472,123</b>	<b>472,123</b>	<b>0</b>	<b>913,095</b>
	<b>ENDING FUND BALANCE</b>	<b>406,985</b>	<b>913,095</b>	<b>(506,110)</b>	<b>287,595</b>

GENOA TOWNSHIP - BLDG RESERVE FUND #271  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	APPR 2/7/11 AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
<b>REVENUES</b>					
000-664-000	INTEREST INCOME	572	625	(53)	650
000-699-000	OPERATING TRANS IN FROM GF - RESERVES	45,000	45,000	0	60,000
	MISC INCOME	0	0	0	0
	<b>TOTAL REVENUE</b>	<b>45,572</b>	<b>45,625</b>	<b>(53)</b>	<b>60,650</b>
<b>EXPENDITURES</b>					
	CAPITAL OUTLAY/REPLACEMENTS	0	0	0	0
	OTHER	15	15	0	250
	<b>TOTAL EXPENDITURES</b>	<b>15</b>	<b>15</b>	<b>0</b>	<b>250</b>
	<b>NET REVENUES/EXPENDITURES</b>	<b>45,557</b>	<b>45,610</b>	<b>(53)</b>	<b>60,400</b>
	<b>BEGINNING FUND BALANCE</b>	<b>172,990</b>	<b>172,990</b>	<b>0</b>	<b>218,600</b>
	<b>ENDING FUND BALANCE</b>	<b>218,547</b>	<b>218,600</b>	<b>(53)</b>	<b>279,000</b>

**SEE NEXT PAGE  
 FOR INFORMATIONAL PURPOSES ONLY**

APPR 2/7/11

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 9/30/2010	AMENDED THE YEAR ENDING 3/31/2011	BUDGET REMAINING	% EXPENSE BUDGET REMAINING
<b>REVENUES</b>					
402	FEES - MARION SEWER	10,677	14,200	(3,523)	
404	FEES - G/O SEWER	109,617	155,000	(45,383)	
406	FEES - OP WATER/SEWER	46,970	63,000	(16,030)	
408	FEES - LE WATER/SEWER	32,794	38,000	(5,206)	
410	FEES - PC WATER/SEWER	10,319	14,000	(3,681)	
412	FEES - MHOG WATER	134,798	179,000	(44,202)	
414	FEES - GENOA TWP - GF	13,576	20,000	(6,424)	
420	OTHER INCOME	118	250	(132)	
440	INTEREST INCOME	80	100	(20)	
	<b>TOTAL REVENUES</b>	<b>358,949</b>	<b>483,550</b>	<b>(124,601)</b>	
<b>EXPENDITURES</b>					
600	AUDIT/ACCOUNTING SERVICES	5,800	7,000	1,200	17.14%
601	AUTO ALLOWANCE	3,000	3,600	600	16.67%
602	ADMINISTRATIVE EXPENSES	0	20,000	20,000	100.00%
604	CONFERENCES/DUES	3,129	4,500	1,371	30.47%
606	CONTINGENCY	0	0	0	
608	EMPLOYERS SHARE FICA	16,415	24,000	7,585	31.60%
609	COMPUTER EXPENSES	12,330	15,000	2,670	17.80%
612	INSURANCE BCBS/OTHER	44,486	60,000	15,514	25.86%
613	LEGAL	1,076	3,000	1,924	64.13%
614	METER SERVICES - CONTRACTOR	0	0	0	
617	OFFICE EXPENSES	1,717	4,000	2,283	57.08%
618	OTHER EXPENSES	0	0	0	
619	POSTAGE/SHIPPING	4,943	7,000	2,057	29.39%
625	REPAIRS & MAINTENANCE	1,693	2,500	807	32.28%
627	RETIREMENT	21,789	29,000	7,211	24.87%
628	STORM WATER	0	0	0	
630	SUPPLIES & TOOLS	29	10,000	9,971	99.71%
631	SALARY - DEPUTY DIRECTOR	13,846	30,000	16,154	
632	SALARY - DIRECTOR	63,462	83,000	19,538	23.54%
633	SALARY - IN HOUSE ENGINEER	48,998	55,000	6,002	10.91%
634	SALARY - OTHER	78,887	110,000	31,113	28.28%
635	SALARY - SODIUM INSPECTIONS	0	0	0	
637	SALARY - HUMAN RES. (TTMPS)/OTHER	0	12,000	12,000	100.00%
652	TELEPHONE - CUSTOMER LINE	1,247	2,000	753	37.65%
656	TELEPHONE - MOBILE PHONES	2,691	4,100	1,409	34.37%
658	TRUCK/AUTO EXPENSES	6,266	8,000	1,734	21.68%
670	TRANSFER TO DPW RESERVE FUND #504	10,000	10,000	0	0.00%
675	UNIFORMS & PROTECTIVE CLOTHING	1,188	2,600	1,412	54.31%
	<b>TOTAL EXPENDITURES</b>	<b>342,992</b>	<b>506,300</b>	<b>163,308</b>	<b>32.26%</b>
	CHANGE IN FUND BALANCE	15,957	(22,750)	38,707	
	BEGINNING FUND BALANCE	75,746	75,746	0	
	ENDING FUND BALANCE	91,703	52,996	38,707	

GENOA TOWNSHIP - DPW FUND #503  
 BUDGET WORKSHEET  
 FOR THE YEAR ENDING 3/31/12

ACCOUNT#	ACCOUNT DESCRIPTION	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012		
401	FEES - ENGINEERING - GENOA TOWNSHIP	15,000	REIMB OF ENGR TIME ON GENOA PROJ	
402	FEES - BILLING ONLY - MARION SEWER	14,500	730 BILLS X 4.99 PER BILL @4 BILLINGS PER YEAR	
408	FEES - BILLING ONLY - LE WATER	4,100	201 BILLS X 4.99 PER BILL @4 BILLINGS PER YEAR	
409	FEES - BILLING ONLY - PC SEWER/WATER	14,000	346 BILLS X 9.98 PER BILL @4 BILLINGS PER YEAR	
	SUBTOTAL - BILLING ONLY/ENGR. FEES	47,600		
404	MAINTENANCE/BILLING FEES - G/O SEWER	499,376	EQUALS 26.61% X SYSTEM OPERATIONAL EXPENSES	
406	MAINTENANCE/BILLING FEES - OP WATER/SEWER	452,648	EQUALS 24.12% X SYSTEM OPERATIONAL EXPENSES	
408	MAINTENANCE/BILLING FEES - LE WATER/SEWER	119,730	EQUALS 6.38% X SYSTEM OPERATIONAL EXPENSES	
412	MAINTENANCE/BILLING FEES - MHOG WATER	804,895	EQUALS 42.89% X SYSTEM OPERATIONAL EXPENSES	
	SUBTOTAL - MAINT/BILLING FEES	1,876,649		
420	OTHER INCOME	500		
440	INTEREST INCOME	75		
	SUBTOTAL - OTHER INCOME	575		
	TOTAL INCOME	1,924,824		
600	ADMIN - RECEIPTING/OTHER	30,000	FEES FOR RECEIPTING, PAYROLL, BILL PMT, ETC...	
602	ADMIN - RENT	20,000	RENTAL OF 3 CUBES, 2 OFFICES, COMPUTERS, ETC...	
605	AUDIT/ACCOUNTING SERVICES	7,000	PHP AUDITING	
608	AUTO ALLOWANCE (TESHA)	2,400	IN HSE ENGR. CONTRACTED AUTO ALLOW PER YR	
610	AUTO/TRUCK FUEL	48,000	ESTIMATE OF VEHICLE FUEL	
612	AUTO/TRUCK LOAN PAYBACK	64,147	5 YR ANNUAL PAYBACK FOR 13 VEHICLES	
614	AUTO/TRUCK MAINTENANCE	10,000	TIRES, OIL CHANGES, FILTERS, ETC...	
620	COMPUTER EXPENSES	15,000	NEW SW, COMPUTERS, ETC...	
623	CONFERENCES/DUES	11,500	TRAINING, CONFERENCES, LICENSING, ETC...	
626	CONTINGENCY	20,000	ESTIMATE	
632	EMPLOYERS PAYROLL TAXES - ADMIN	24,571	FICA, MEDICARE, UNEMPLOMENT	
635	EMPLOYERS PAYROLL TAXES - OPERATIONS	69,463	FICA, MEDICARE, UNEMPLOMENT	
640	INSURANCE - ADMIN. LABOR	47,956	HEALTH, W/C, LIFE, DISABILITY	
643	INSURANCE - OPER. LABOR	271,308	HEALTH, W/C, LIFE, DISABILITY (W/C PENDING)	
646	INSURANCE - VEHICLE/OTHER	8,000	LIABILITY, OTHER	
652	LEGAL	1,500	ESTIMATE	
656	OFFICE EXPENSES	4,000	ESTIMATE	
659	OTHER EXPENSES	1,000	ESTIMATE	
662	POSTAGE/SHIPPING	7,000	MAILING OF BILLS & CORRESPONDENCE	
668	RETIREMENT - ADMIN	26,836	10% RETIREMENT PLAN	
672	RETIREMENT - OPERATIONS	78,455	10% RETIREMENT PLAN	
700	SALARIES - ADMIN	284,863	NON-OPERATIONS	
706	SALARIES - OPERATIONS	713,120	STRAIGHT TIME FOR OPERATIONS	
710	SALARIES - OVERTIME - OPERATIONS	84,630	OT FOR OPERATIONS	
715	SUPPLIES/TOOLS	10,000	ALL SYSTEM EXPENSES	
722	TELEPHONE - ANSWERING SERVICE	2,700	1-800 CUST LINE PER YR/24 HR OPERATOR	
726	TELEPHONE - CUSTOMER LINE	2,000	1-800 BILLING CUST LINE	
730	TELEPHONE - MOILE 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...	
	TOTAL EXPENSES	1,924,249	TOTAL EXPENSES	1,924,249
	CHANGE IN FUND BALANCE	575	LESS - DIRECT BILLING EXPENSES	(47,600)
	BEGINNING FUND BALANCE	52,996	TOTAL EXPENSES BY WHICH %'S ARE ALLOCATED	1,876,649
	ENDING FUND BALANCE	53,571		

GENOA TOWNSHIP - DPW RESERVE FUND #504  
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS  
 BUDGET FOR THE YEAR ENDING 3/31/2011  
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/10  
 PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2012

APPR 2/7/11

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2010	AMENDED BUDGET FOR THE YEAR ENDING 3/31/2011	BUDGET REMAINING	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012
<b>REVENUES</b>					
400	TRANS IN FROM DPW #503	10,000	10,000	0	30,000
420	OTHER INCOME	0	0	0	0
440	INTEREST INCOME	19	24	(5)	25
	TOTAL REVENUE	10,019	10,024	(5)	30,025
<b>EXPENDITURES</b>					
500	CAPITAL OUTLAY	0	0	0	
501	EQUIPMENT	0	0	0	
502	VEHICLE - TRUCK	22,802	22,802	0	
	TOTAL EXPENDITURES	22,802	22,802	0	0
	NET CHANGE IN FUND BALANCE	(12,783)	(12,778)	(5)	30,025
	BEGINNING FUND BALANCE	18,425	18,425	0	5,647
	ENDING FUND BALANCE	5,642	5,647	(5)	35,672



GENOA TOWNSHIP  
GENERAL & SPECIAL REVENUE FUNDS  
SUMMARY OF REVENUES/EXPENDITURES - BUDGETED FOR FYE 3/31/2011

	#101 G/F	#212 LIQ LAW FUND	#261 FUTURE RD IMPROVEMENT	#264 RD/LK IMPR ADV. FUND	#270 PARKS/REC. FUND	#271 BLDG/GROUND RES. FUND	#503 DPW/UTILITY FUND	#504 DPW/RESERVE FUND	TOTAL ALL FUNDS
REVENUES	3,414,780	12,719	201,500	96,000	603,972	45,625	483,550	10,024	4,868,170
EXPENDITURES	3,902,300	13,204	200,500	63,500	163,000	15	506,300	22,802	4,871,621
NET REVENUES/EXPENDITURES	(487,520)	(485)	1,000	32,500	440,972	45,610	(22,750)	(12,778)	(3,451)
BEGINNING FUND BALANCE 4/1/10	2,086,569	3,208	1,205,150	494,601	472,123	172,990	75,746	18,425	4,528,812
ENDING FUND BALANCE 3/31/2011	1,599,049	2,723	1,206,150	527,101	913,095	218,600	52,996	5,647	4,525,361

GENOA TOWNSHIP  
GENERAL & SPECIAL REVENUE FUNDS  
SUMMARY OF REVENUES/EXPENDITURES - BUDGETED FOR FYE 3/31/2012

	#101 G/F	#212 LIQ LAW FUND	#261 FUTURE RD IMPROVEMENT	#264 RD/LK IMPR ADV. FUND	#270 PARKS/REC. FUND	#271 BLDG/GROUND RES. FUND	#503 DPW/UTILITY FUND	#504 DPW/RESERVE FUND	TOTAL ALL FUNDS
REVENUES	3,260,850	12,508	201,500	113,000	201,500	60,650	1,924,824	30,025	5,804,857
EXPENDITURES	3,483,740	13,440	800,500	83,500	827,000	250	1,924,249	0	7,132,679
NET REVENUES/EXPENDITURES	(222,890)	(932)	(599,000)	29,500	(625,500)	60,400	575	30,025	(1,327,822)
BEGINNING FUND BALANCE 4/1/11	1,599,049	2,723	1,206,150	527,101	913,095	218,600	52,996	5,647	4,525,361
ENDING FUND BALANCE 3/31/2012	1,376,159	1,791	607,150	556,601	287,595	279,000	53,571	35,672	3,197,539

2-23-11

To the officials at Genoa Township Michigan,

Today I am paying my property taxes. I am doing this with some disgust in the way that my money is being spent by this township. I have taken large pay cuts at my place of employment and yet my taxes continue to increase.

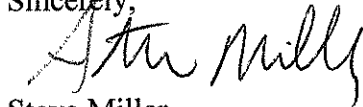
You have spent "MY" hard earned money on windmills and sledding hills. You have got to be kidding me! Please tell me what you do not understand. I do not care where the money came from. It is still money we do not have.

I understand that you now want to have a Genoa Township building department. These services are already provided to us by Livingston County. Please stop this insanity!

Have you driven down Grand River between Dorr road and Brighton? I'm sure you have, and you know the problems. Take the money that you want to spend on a building department and send a check to the State of Michigan and ask them to put the money towards road improvements.

This letter is written to you in good faith with the hopes that you will listen to ordinary citizen and stop the madness!

Sincerely,



Steve Miller

248-877-5522

To Board 3/7/11

Correspondence

He wants a response from  
someone + he is starting  
an email campaign to  
stop this spending.....

Dear Board Members,

My husband & I bought a 2nd home at 2292 Webster Park Dr E., Howell, Mi 48843 2 years ago. We have never used garbage pick up (nor do we have a garbage can). I called the garbage company as soon as we moved in & told them that because it was only a summer house - only living there May - August - we would not use them (we carry our garbage in our car to our primary home in S. Lyon. I find we are still paying \$105.00 per year in garbage pick up - which we do not use!

We are 70 + 72 yrs old + have been retired for 10 years + funds are tight - any money we could/can

same is very welcomed.

Because we don't use (never  
have) this service - could  
we please in some way get  
credit/help on our tax bill?  
Is there a Senior discount?

Thank you very much.

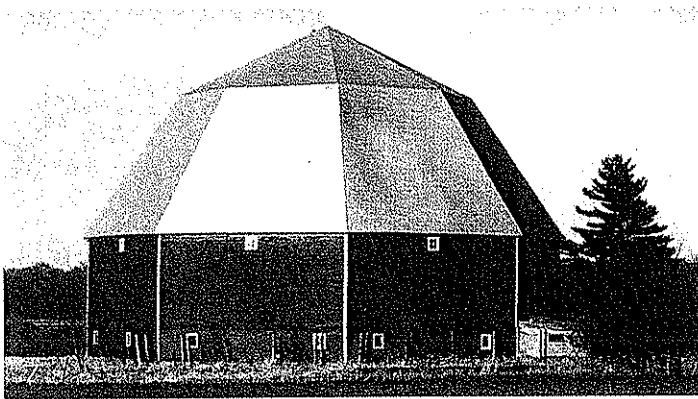
John + Patrice Liss  
2292 Webster Park Dr. E  
(248) 437-0347



# MIBARN

2011 Preconference Edition No. 57

PROMOTING APPRECIATION, PRESERVATION, AND REHABILITATION OF MICHIGAN BARNs, FARMSTEADS, AND RURAL COMMUNITIES



The Hubbard Octagon Barn will be featured on March 11th barn tour



## 2011 Barn Tour is Sure to Excite

Needing 6,480 square feet, the barn's builder/contractor, William Cummings of Elsie, MI, proposed this unusual shape as opposed to building three separate barns. Harley Wood Hubbard and his son Jerry H. Hubbard liked the idea and construction began in 1912. Finished the following year, the \$5,500 barn contributed to the suc-

cess of the Hubbard's cattle, hog and horse businesses. The other barns on the tour include the Omega Farms Horse Barn as our lunch stop, the Rugh Barn, the Zeeb Barn and the Damon Barn, which has been turned into a house.

## "Agritourism: Your Next Cash Crop?"

Thursday, March 10, 2011

10:00-4:00 at Kellogg Center located on the campus of MSU

Whether you are taking the first steps toward starting a business or just want to explore the possibilities, this workshop is for you. Components of the workshop include an overview of agritourism including a definition of agritourism, agritourism business trends and income data. You will investigate what you have to offer potential customers and discuss liability, insurance, and marketing methods.

Breakout sessions with exercises on topics such as naming and describing your business, profiling your customers, managing

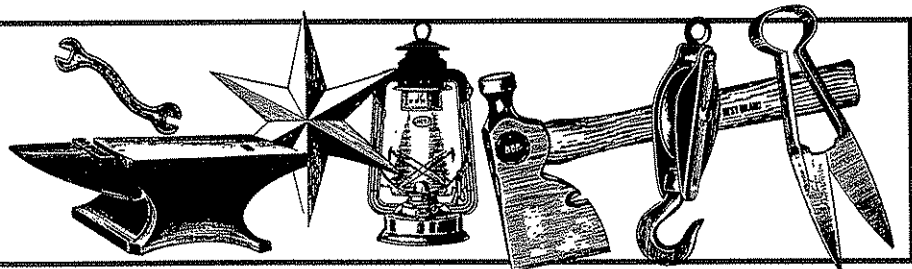
your risk, and pricing and marketing your products and experiences will further help you identify your potential. A panel of agritourism business owners will share their stories.

Sponsored by: MBPN, MSU Extension, and MSU Museum

Presenter: Jan Jantzen, Rural Tourism Development, Emporia, Kansas.

Registration: \$40 includes lunch. Preregistration encouraged.

The Live Auction and the Silent Auction have proven to be great ways for the MBPN to earn money to support the cost of its barn preservation work across the state. If you have items to donate, appropriate to the theme of barns, farms, rural life, and history, contact Vera@Wiltse.com or 989-465-1216.



# 2011 Annual Conference and Meeting

March 11 and 12 Kellogg Center, MSU

## Friday, March 11, 2011

Exhibit Room Open 4 to 9 p.m.

Big 10 A

### Barn Tour Schedule

Bus loading - 8:00 to 8:30 a.m.

Buses depart - 8:30 a.m.

Return to Kellogg Center by 5:00

Awards Dinner: 6 to 8:00 p.m.

Centennial Room

11:45 to 1:45 p.m. Lunch

Enjoy a live auction of barn memorabilia!

Silent Auction concludes at the end of lunch.

## Saturday March 12, 2011

8:30 to 3:45 p.m.

Exhibits open

8 to 12 noon

Registration

9 to 9:45 a.m.

Business meeting

10:00 to 11:15 a.m.

Breakout Sessions

### A. Irreverent Keys to Starting a New Business, Jan Jantzen, Rural Tourism Development, Kansas

Jan has been teaching agritourism courses in Kansas and South Dakota and now brings his expertise to Michigan. Finding new uses for historic barns and farm buildings which generates income for the owner is often a necessary step toward preservation. Jan will help you identify potential agritourism ventures and help you rethink what agritourism can mean to Michigan's economy.

### B. Preserving Heritage Barns in Miniatures, Dan Manley

Spend an hour with Dan and you will appreciate history once again. Dan has replicated 3 barns and has incorporated unique features in the models. You won't want to miss the stories that go with each barn!

### C. Finding Hidden Treasures From the Past, Tim Bennett

Excavation of the Warner farm has revealed many artifacts including recent finds from a post-Civil War refuse/urn pit. Have you ever wanted to be an archaeologist? Share Tim's experiences and learn more about the Michigan Archaeological Society.

### D. Restoration Case Studies - Techniques and Methods, Tim Narkiewicz

This PowerPoint presentation explores barn restoration techniques and methods illustrated by over twenty case studies. Participants are encouraged to ask questions throughout the presentation. Additionally, participants will be able to register at the beginning of the presentation to bring their current projects before the group for group consideration and expert advice. For ease of group discussion, participants are encouraged to bring a "thumb drive" with photos so the entire group can view the particular issues under discussion.

2 to 3:15 p.m.

### Afternoon Sessions

#### E. Historical Markers in Michigan: Marking your History, Shannon White, Historical Society of Michigan

Take a look at the numerous ways you can celebrate your history! Shannon will update you on the Centennial Farm program, Milestone Award markers, the state-run green historical marker options, etc.

#### F. The Not So Common Rafter, Joe Miller, Ph.D., P.E., Fire Tower Engineered Timber

How common rafters are installed can affect how they perform and thusly, how the barn performs. Joe will focus on various forms of supporting common rafters and the benefits and downsides to each. This session will help owners and contractors quickly evaluate an existing roof structure.

#### G. Agritourism: The Power of Packaging, Jan Jantzen, Rural Tourism Development, Kansas

You will learn how to package or bundle agritourism activities with food, lodging, entertainment, shopping, etc. to attract more guests from greater distances and for longer stays. Agritourism is the next cash crop! Find out why and how to make it work for you and your neighbor.

#### H. Barns: A Sentimental Journey, Jan Corey Arnett

Writer/photographer, Jan Corey Arnett, invites you along on a photographic visit to heritage barns from Michigan and beyond, sharing vignettes of barns lost and barns saved; days gone by and days ahead. Sit back and enjoy the trip. Expect some surprises.

3:45 to 5:00 p.m.

### Afternoon Sessions

#### I. Restoration Case Studies - Techniques and Methods, Tim Narkiewicz, Trillium Dell Timberworks

This PowerPoint presentation explores barn restoration techniques and methods illustrated by over twenty case studies. Participants are encouraged to ask questions throughout the presentation. Additionally, participants will be able to register at the beginning of the presentation to bring their current projects before the group for group consideration and expert advice. For ease of group discussion, participants are encouraged to bring a "thumb drive" with photos so the entire group can view the particular issues under discussion.

**J. Breaking Down Barn Conservation: The Past, Present and Future of the Oakland University Threshing Barn, Tammis Donaldson, Stephanie White**

This session will include a complete survey of the Oakland University threshing barn per the Timber Framers Guild's Traditional Timberframe Research and Advisory Group, as well as details on how the barn could potentially endure preservation, restoration, reconstruction, and adaptive reuse.

**K. Preserving Authenticity from the Ground Up: A Historic Farm Relocation and Rehabilitation, Greg Matzelle**

The Oakland County, Lacy-Landon farm story will be shared by Greg Matzelle. He will incorporate local history and material resources, adherence to HDC guidelines, and modern building code requirements balanced over an intense 23 months. This is a restoration project like no other!

**L. Introduction to the Barn Build Project, Steve Stier**

Join Steve for an overview of this 2011 MBPN flagship project. Programs scheduled for the year, curriculum to accompany the barn model, and opportunities for your community will be presented. You will also have an opportunity to interact with the model!

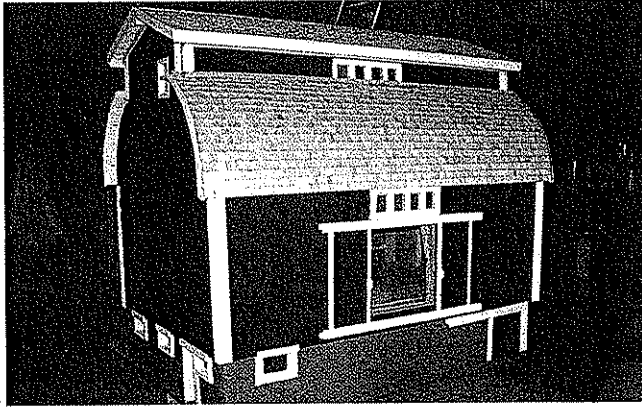


Photo: Vera Wiltse

**Invitation to Model Barn Builders!**

We are seeking model barns built by Michigan individuals for a special showing in the conference exhibit room. If you, or someone you know, has built a toy barn or model barn please consider bringing it to the exhibit room on Saturday, March 12th between 8 and 9 a.m. You might be the winner of the "Viewers' Choice Award"! For more details, contact vera@wiltse.com or 989-465-1216.

The MBPN Conference Exhibit Hall is a popular gathering place to shop & swap, ask & answer, show & tell! There are antiques & artists, contractors & collectors, products & paintings, new this and old that. The hall fills fast so call Judy Grant at (989) 426-8129 or email her at jgrant@ejourney.com. to reserve your space.

**Agritourism: Your Next Cash Crop  
March 10th**

\$40 is enclosed: Agritourism workshop, Thursday, March 10th

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

**Heritage Barns for the Next Generation  
March 11 & 12**

Individual Name (for nametag) \_\_\_\_\_

Individual Name (for nametag) \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

**MBPN member registration for:**

- \_\_\_\_ Full conference (March 11 & 12) \$85 per person
- \_\_\_\_ Friday barn tour and lunch only \$40 per person
- \_\_\_\_ Friday barn tour, lunch and dinner \$60 per person
- \_\_\_\_ Saturday (full day with lunch) \$45 per person

**Non-member registration for:**

- \_\_\_\_ Full conference (March 11 & 12) \$115 per person
- \_\_\_\_ Friday barn tour and lunch only \$65 per person
- \_\_\_\_ Friday barn tour, lunch and dinner \$90 per person
- \_\_\_\_ Saturday (full day with lunch) \$75 per person

Total amount paid: \_\_\_\_\_ Cash: \_\_\_\_\_ Check # \_\_\_\_\_

Please note if you have any special dietary needs \_\_\_\_\_

To register for the 2 day conference or Thursday's Agritourism workshop visit the MBPN web site or send payment and form to:

MBPN, P.O. Box 614, Mt. Pleasant, MI 48804-0614

**Membership/Renewal**

- Fieldstone Annual/one person \$30 \$ \_\_\_\_\_
- Mortar Annual/two people \$40 \$ \_\_\_\_\_

Non-profit Affiliate  
Annual/two representatives, website listing \$50 \$ \_\_\_\_\_

Contractor/Business  
Annual/two representatives, website listing \$100 \$ \_\_\_\_\_

Company or Non-profit Name  
\_\_\_\_\_

Membership Names  
\_\_\_\_\_  
\_\_\_\_\_

Check enclosed for \$ \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Send form and check or money order to:

MBPN, P.O. Box 614, Mt. Pleasant, MI 48804-0614

## Officers

**Steve Stier, President**  
Meridian Township  
(517) 648-2933  
stephenstier@gmail.com

**Tim Wiles, Vice President**  
Howell (517) 548-9942  
Cell (810) 599-8822  
eus1@shcgloba.net

**Rob Foti, Treasurer**  
Hartland (810) 632-9248  
Robert.foti@fanucrobotics.com

**Judy Grant, Secretary**  
Gladwin (989) 426-8129  
jagrant@ejourney.com

## Board

**Dan Creyts**  
Charlotte (517) 322-0315

**Evelyn Johnson**  
Traverse City (231) 223-9239  
Cell (231) 499-8264  
ELadybugTC@charter.net

**Tammis Donaldson**  
Royal Oak (248) 853-9700  
tammis@ekocite.com  
www.ekocite.com

**Randy Mouw**  
Rockford (616) 874-5624

**Vera Wiltse**  
Coleman (989) 465-1216  
vera@wiltse.com

**Jack Worthington**  
Grand Ledge (517) 627-5763  
Worthin4@msu.edu

## Wood Identification Workshop

Learn to identify woods, whether you have a board, a log, or a splinter. We focus on common hardwoods of southern Michigan and North America, as well as soft woods and non-natives. Students learn to identify woods by studying the growth rings and structure of the wood viewed on the end grain with a hand lens. Use of reference books, samples, and the microscope for wood identification will be presented.

March 12, 2011, Saturday, 8:30-4:00pm, \$45

Cook's Mill, Scotts, MI

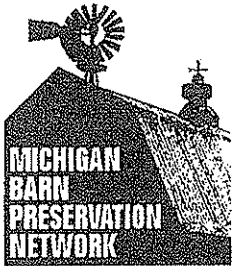
Visit: [www.tillersinternational.org](http://www.tillersinternational.org) to register

## The Art of Stone Masonry Workshop

A master mason and a preservation engineer take you step by step through the how and why of good stone laying practice. Learn how to split and dress stone and how to design, mix, and install historic matching mortar. Hands-on stone laying will include both real veneer and solid stone. This class is good for both the hands-on person and those who want to understand how to hire work done well. Learn all the techniques with Tom Nehil, Blair Bates, and Dick Roosenberg at Cook's Mill, Scotts, MI.

September 8-10, Thursday-Saturday, 8:30-5:00pm, \$280

Visit: [www.tillersinternational.org](http://www.tillersinternational.org) to register



P.O. Box 614  
Mt. Pleasant, MI 48804-0614

Winter 2011 - No. 57



**Mike Archinal**

---

**From:** Adam VanTassell  
**Sent:** Wednesday, February 16, 2011 4:36 PM  
**To:** Mike Archinal  
**Subject:** FW: Thank you for removing dead deer

---

**From:** mike kelleher [mailto:mikekelleher@comcast.net]  
**Sent:** Wednesday, February 16, 2011 4:33 PM  
**To:** Adam VanTassell  
**Subject:** Thank you for removing dead deer

I stopped in Monday morning and mentioned the Road Commission had deposited a deer hit by a vehicle onto my front yard and a very nice gentleman, I assume is the Township Manager, said he would have it removed within 2 days and it was gone in just 1 day.

Thank you very much for prompt and courteous handling of my problem. I greatly appreciate your efforts.

Sincerely,

Mike Kelleher  
6418 Challis Rd.  
Brighton, Mi 48116  
810-227-9624

**STANDARD  
& POOR'S**

130 East Randolph Street  
Suite 2900  
Chicago, IL 60601  
tel 312 233-7001  
reference no.: 40108488

February 15, 2011

Charter Township of Genoa  
2911 Dorr Road  
Brighton, MI 48116  
Attention: Mr. Michael Archinal, Township Manager

Re: *Genoa Charter Township, Michigan, Special Assessment Bonds*

Dear Mr. Archinal:

Standard & Poor's has reviewed the rating on the above-referenced obligations. After such review, we have changed the rating to "AA" from "AA-" while affirming the stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

Mr. Michael Archinal

Page 2

February 15, 2011

Please send all information to:

Standard & Poor's Ratings Services  
Public Finance Department  
55 Water Street  
New York, NY 10041-0003

If you have any questions, or if we can be of help in any other way, please feel free to call or contact us at [nypublicfinance@standardandpoors.com](mailto:nypublicfinance@standardandpoors.com). For more information on Standard & Poor's, please visit our website at [www.standardandpoors.com](http://www.standardandpoors.com). We appreciate the opportunity to work with you and we look forward to working with you again.

Sincerely yours,

Standard & Poor's Ratings Services  
a Standard & Poor's Financial Services LLC business

cf  
enclosure

**STANDARD  
& POOR'S**

130 East Randolph Street  
Suite 2900  
Chicago, IL 60601  
tel 312 233-7001  
reference no.: 40108488

February 15, 2011

Charter Township of Genoa  
2911 Dorr Road  
Brighton, MI 48116  
Attention: Mr. Michael Archinal, Township Manager

Re: *Genoa Charter Township, Michigan, Special Assessment Bonds (SPUR)*

Dear Mr. Archinal:

Standard & Poor's has reviewed the Standard & Poor's underlying rating (SPUR) on the above-referenced obligations. After such review, we have changed the rating to "AA" from "AA-" while affirming the stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

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Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

Mr. Michael Archinal  
Page 2  
February 15, 2011

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Standard & Poor's Ratings Services  
Public Finance Department  
55 Water Street  
New York, NY 10041-0003

If you have any questions, or if we can be of help in any other way, please feel free to call or contact us at [nypublicfinance@standardandpoors.com](mailto:nypublicfinance@standardandpoors.com). For more information on Standard & Poor's, please visit our website at [www.standardandpoors.com](http://www.standardandpoors.com). We appreciate the opportunity to work with you and we look forward to working with you again.

Sincerely yours,

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Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, by any person or entity ("parent") that is the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC sanctions. For so long as this agreement is in effect, you will promptly notify Ratings Services if any of these circumstances change.

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Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary of this Agreement or of the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.



Governing law. You irrevocably agree that this Agreement and the rating letter, for purposes of any claim against Rating Services that may be asserted by you, your affiliates or any person asserting claims on your behalf, shall be governed by the internal laws of the State of New York. You irrevocably agree that, for purposes of any claim against Rating Services that may be asserted by you, your affiliates or any person asserting claims on your behalf in any dispute arising out of or relating to this Agreement, the state courts of New York located in the County of New York or the U.S. federal court for the Southern District of New York shall be the exclusive forums for such disputes and the parties hereby consent to the personal jurisdiction of such courts. For purposes of any claim against you that Rating Services may assert in any dispute arising out of or relating to the Agreement, neither party waives its right to contest the applicable governing law or the appropriate forum, including in connection with any assertion of sovereign immunity.

## Genoa Charter Township, Michigan

**Primary Credit Analyst:**

Caroline West  
Chicago  
312-233-7047  
caroline\_west@  
standardandpoors.com

Secondary Contact: Christopher  
Krahe  
Chicago  
christopher\_krahe@  
standardandpoors.com

**RatingsDirect  
Publication Date**

Feb. 16, 2011

**Credit Profile**

**Genoa Charter Twp spl assess bnds**

Long Term Rating	AA/Stable	Upgraded
Genoa Charter Twp spl assess bnds		
Unenhanced Rating	AA(SPUR)/Stable	Upgraded

Many issues are enhanced by bond insurance.

**Rationale**

Standard & Poor's Ratings Services raised to 'AA' from 'AA-' its underlying rating (SPUR) on Genoa Charter Township, Mich.'s existing limited-tax general obligation (GO) bonds due to improved financial status. The outlook is stable.

The rating reflects our view of the township's:

- Access to the diverse employment base in Livingston County, as well as in nearby Lansing, Ann Arbor, and western Oakland County;
- Very strong income levels and extremely strong per capita market value levels; and
- Moderate overall debt levels.

In our view, the high debt service carrying charges of the township partially offset the above credit strengths.

The township, with an estimated population of 20,000, is in southeastern Livingston County and serves a 34-square-mile area. The township is primarily a residential community with residents commuting to the state capital of Lansing; university and hospital employment in Ann Arbor; and automotive-oriented employment in Flint and the Detroit area.

The township's income levels are very strong, in our view: Median household and per capita effective buying income levels are 137% and 135% of the national levels, respectively. The township's assessed value (AV) increased by roughly 37% between 2004 and 2009, but recently declined by 4% and 7% in 2010 and 2011, respectively, to \$1.04 billion. After decreasing by 10% in fiscal 2011, the township's actual market value — in our view a better

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**STANDARD  
& POOR'S**

130 East Randolph Street  
Suite 2900  
Chicago, IL 60601  
tel 312 233-7001  
reference no.: 40119876

February 15, 2011

Charter Township of Genoa  
2911 Dorr Road  
Brighton, MI 48116  
Attention: Mr. Michael Archinal, Township Manager

Re: ***Genoa-Oceola Sewer & Water Authority, Michigan, General Obligation Bonds (SPUR)***

Dear Mr. Archinal:

Standard & Poor's has reviewed the Standard & Poor's underlying rating (SPUR) on the above-referenced obligations. After such review, we have changed the rating to "AA-" from "A" while affirming the stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

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Mr. Michael Archinal  
Page 2  
February 15, 2011


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55 Water Street  
New York, NY 10041-0003

If you have any questions, or if we can be of help in any other way, please feel free to call or contact us at [nypublicfinance@standardandpoors.com](mailto:nypublicfinance@standardandpoors.com). For more information on Standard & Poor's, please visit our website at [www.standardandpoors.com](http://www.standardandpoors.com). We appreciate the opportunity to work with you and we look forward to working with you again.

Sincerely yours,

Standard & Poor's Ratings Services  
a Standard & Poor's Financial Services LLC business

A handwritten signature in cursive script that reads "Standard & Poor's".

cf  
enclosure

STANDARD  
POORS

# STANDARD &POOR'S

## **Standard & Poor's Ratings Services Terms and Conditions Applicable To Public Finance Ratings**

You understand and agree that:

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All Rating Actions in Ratings Services' Sole Discretion. Ratings Services may assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, at any time, in Ratings Services' sole discretion. Ratings Services may take any of the foregoing actions notwithstanding any request for a confidential or private rating or a withdrawal of a rating, or termination of this Agreement. Ratings Services will not convert a public rating to a confidential or private rating, or a private rating to a confidential rating.

Publication. Ratings Services reserves the right to use, publish, disseminate, or license others to use, publish or disseminate the rating provided hereunder and any analytical reports, including the rationale for the rating, unless you specifically request in connection with the initial rating that the rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private rating or the existence of a confidential or private rating subsequently becomes public through disclosure other than by an act of Ratings Services or its affiliates, Ratings Services reserves the right to treat the rating as a public rating, including, without limitation, publishing the rating and any related analytical reports. Any analytical reports published by Ratings Services are not issued by or on behalf of you or at your request. Notwithstanding anything to the contrary herein, Ratings Services reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public ratings that have been withdrawn, regardless of the reason for such withdrawal. Ratings Services may publish explanations of Ratings Services' ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Ratings Services' ability to modify or refine its ratings criteria at any time as Ratings Services deems appropriate.

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information is "Proprietary and Confidential." Notwithstanding the foregoing, information disclosed by you or your agents or advisors to Ratings Services shall not be deemed to be Confidential Information, and Ratings Services shall have no obligation to treat such information as Confidential Information, if such information (i) was known by Ratings Services or its affiliates at the time of such disclosure and was not known by Ratings Services to be subject to a prohibition on disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by an act of Ratings Services or its affiliates) subsequent to such disclosure, (iv) is disclosed to Ratings Services or its affiliates by a third party subsequent to such disclosure and Ratings Services reasonably believes that such third party's disclosure to Ratings Services or its affiliates was not prohibited, (v) is developed independently by Ratings Services or its affiliates without reference to the Confidential Information, (vi) is approved in writing by you for public disclosure, or (vii) is required by law or regulation to be disclosed by Ratings Services or its affiliates. Ratings Services acknowledges that it is aware that U.S. and state securities laws impose restrictions on trading in securities when in possession of material, non-public information and has adopted securities trading policies to that effect.

Ratings Services' Use of Information. Except as otherwise provided herein, Ratings Services shall not disclose Confidential Information to third parties. Ratings Services may (i) use Confidential Information to assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, and (ii) share Confidential Information with its affiliates engaged in the ratings business who are bound by appropriate confidentiality obligations; in each case, subject to the restrictions contained herein, Ratings Services and such affiliates may publish information derived from Confidential Information. Ratings Services may also use, and share Confidential Information with any of its affiliates or agents engaged in the ratings or other financial services businesses who are bound by appropriate confidentiality obligations ("Relevant Affiliates and Agents"), for modelling, benchmarking and research purposes; in each case, subject to the restrictions herein, Ratings Services and such affiliates may publish information derived from Confidential Information. With respect to structured finance ratings not maintained on a confidential or private basis, Ratings Services may publish data aggregated from Confidential Information, excluding data that is specific to and identifies individual debtors ("Relevant Data"), and share such Confidential Information with any of its Relevant Affiliates and Agents for general market dissemination of Relevant Data; you confirm that, to the best of your knowledge, such publication would not breach any confidentiality obligations you may have toward third parties. Ratings Services will comply with all applicable U.S. and state laws, rules and regulations protecting personally-identifiable information and the privacy rights of individuals. Ratings Services acknowledges that you may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for Ratings Services' disclosure of Confidential Information in violation of this Agreement. Ratings Services and its affiliates reserve the right to use, publish, disseminate, or license others to use, publish or disseminate any non-Confidential Information provided by you, your agents or advisors.

Ratings Services Not an Expert, Underwriter or Seller under Securities Laws. Ratings Services has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. Ratings Services is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. Rating Services has not performed the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, by any person or entity ("parent") that is the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC sanctions. For so long as this agreement is in effect, you will promptly notify Ratings Services if any of these circumstances change.

Ratings Services' Use of Confidential and Private Ratings. Ratings Services may use confidential and private ratings in its analysis of the debt issued by collateralized debt obligation (CDO) and other investment vehicles. Ratings Services may disclose a confidential or private rating as a confidential credit estimate or assessment to the managers of CDO and similar investment vehicles. Ratings Services may permit CDO managers to use and disseminate credit estimates or

assessments on a limited basis and subject to various restrictions; however, Ratings Services cannot control any such use or dissemination.

Entire Agreement. Nothing in this Agreement shall prevent Ratings Services from acting in accordance with applicable laws, regulations and Ratings Services' policies as published from time to time. Subject to the prior sentence, this Agreement, including any amendment made in accordance with provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the rating provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to Ratings Services by you or your agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your agents and advisors make such information available to Ratings Services, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to Ratings Services.

Limitation on Damages. Ratings Services does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information. RATINGS SERVICES GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Ratings Services, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the rating provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and Ratings Services are parties to result from gross negligence or willful misconduct of Ratings Services. In furtherance and not in limitation of the foregoing, Ratings Services will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that Ratings Services is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall Ratings Services be liable in an aggregate amount in excess of seven times the aggregate fees paid to Ratings Services for the rating giving rise to the cause of action, up to a maximum of US\$5,000,000 except to the extent such monetary damages directly result from Ratings Services' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary of this Agreement or of the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.



Governing law. You irrevocably agree that this Agreement and the rating letter, for purposes of any claim against Rating Services that may be asserted by you, your affiliates or any person asserting claims on your behalf, shall be governed by the internal laws of the State of New York. You irrevocably agree that, for purposes of any claim against Rating Services that may be asserted by you, your affiliates or any person asserting claims on your behalf in any dispute arising out of or relating to this Agreement, the state courts of New York located in the County of New York or the U.S. federal court for the Southern District of New York shall be the exclusive forums for such disputes and the parties hereby consent to the personal jurisdiction of such courts. For purposes of any claim against you that Rating Services may assert in any dispute arising out of or relating to the Agreement, neither party waives its right to contest the applicable governing law or the appropriate forum, including in connection with any assertion of sovereign immunity.

## Genoa-Oceola Sewer & Water Authority, Michigan

**Primary Credit Analyst**

Caroline West

Chicago

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Secondary Contact: Christopher

Krahe

Chicago

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### Credit Profile

Genoa-Oceola Swr & Wtr Auth GO bnds

Unenhanced Rating

AA-(SPUR)/Stable

Upgraded

Many issues are enhanced by bond insurance.

### Rationale

Standard & Poor's Ratings Services raised to 'AA-' from 'A' its underlying rating (SPUR) on Genoa-Oceola Sewer & Water Authority, Mich.'s outstanding limited-tax general obligation (GO) bonds, based on our view of the improved credit quality of the underlying entities. The rating is based on the weak link between Genoa Township and Oceola Township; we consider Oceola Township's credit characteristics as less favorable than Genoa Township's. We currently rate Genoa Township bonds AA/Stable.

Credit factors for both townships, in our view, include their:

- Access to diverse employment in Livingston County, as well as in nearby Lansing, Ann Arbor, and western Oakland County;
- Very strong income and wealth levels;
- Very strong financial position; and
- Moderate debt burden.

In our opinion, the townships' high debt service carrying charges are an offsetting credit factor.

Both Genoa and Oceola townships are in southeastern Livingston County, near the cities of Howell and Brighton, Mich. The authority was formed in 1987 to operate a sewage treatment plant that serves both townships. The townships entered into an agreement with the authority whereby Genoa Township is committed to pay 30% of the principal amount of the bonds, along with attendant interest, and Oceola Township is committed to pay 70% of the

upgrade is likely during the two-year outlook timeframe because, in our view, both townships currently have strong general fund balances.

Siddharth Maniyar, CRISIL Global Analytic Center, a Mumbai, India-based Standard & Poor's affiliate, contributed to this report.

### **Related Criteria And Research**


USPF Criteria: GO Debt, Oct. 12, 2006



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**MEMORANDUM**

**To:** Greg Tatara  
Tesha Humphriss

**From:** James P. Kiefer 

**Re:** Water System Master Operating Agreement (the "Agreement")  
for the MHOG Authority (the "Authority")

**Date:** February 25, 2011

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I. Introduction

In connection with the approval of the Master Operating Agreement by the Township members of the Authority, you have asked me to address the issue of the ownership of the infrastructure in the MHOG System in the event that one of the four Townships is unable to pay its outstanding bonds or other indebtedness. Specifically, a question has been raised as to whether a default by an individual Township on its outstanding bonds would restrict the Authority's use of the MHOG System infrastructure.

II. Requirements of the Master Operating Agreement

The Master Operating Agreement divides the infrastructure assets of the System into "Common Elements" and "Local Distribution Elements." Schedule 1.0 to the Agreement provides a map illustrating the System's Common Elements and Local Distribution Elements. The Agreement addresses ownership of the Common Elements and the Local Distribution Elements in Section 3.2.1, Section 3.2.2 and Section 3.6.

Section 3.2.1 of the Agreement states that "All Common Elements of the System shall be owned by the Authority." Accordingly a default by an individual Township on its outstanding bonds would not impact the Common Elements, which are owned by the Authority. Section 3.2.2 provides that the Local Distribution Elements are to be owned by the Authority, except for the Local Distribution Elements in Howell Township, which are the subject of the Lease and License Agreement between the Authority and Howell Township. As a result of these two sections, all of

the assets of the System are to be owned by the Authority, other than the Local Distribution Elements in Howell Township.

An exception is then provided by Section 3.6 of the Agreement, which allows a Township to retain title to certain assets if bonds are outstanding which require the Township to retain title to such assets. Specifically, the pertinent provision of Section 3.6 reads as follows:

[I]f 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.

### III. Default by a Township on Outstanding Bonds

In the event that a Township defaults on its outstanding bonds, the first question will be whether the Township owns any of the Local Distribution Elements. With respect to the Local Distribution Elements in Howell Township, the Lease and License Agreement will be the key document to review. Under the terms of that agreement, the Authority should be allowed to continue to provide service to the Authority's customers in Howell Township notwithstanding a default by Howell Township on its outstanding bonds. In the event that an Emergency Financial Manager is appointed to oversee a Township, then it would be necessary to review the powers that are then set forth in the Emergency Financial Manager statute, and that statute is currently being revised by the Michigan Legislature.

With respect to the Local Distribution Elements in the other three Townships, the only impact would be if the Township had not transferred title for the Local Distribution Elements to the Authority as a result of Section 3.6 of the Agreement. In that event, an analysis would need to be performed of whether the bondholders had any right to compel the Township to take certain action with respect to the Local Distribution Elements. We are not aware of any scenario in which bondholders would have the right to use any type of foreclosure procedures to obtain title to the Local Distribution Elements.

### IV. Conclusion

As described above, the impact to the Authority of a member Township not being able to pay debt service on outstanding bonds will depend on the specific facts and circumstances with respect to the bonds that have not been paid and the Local Distribution Elements in the Township. In no circumstances, however, should any bondholders have a right to foreclose on the infrastructure in the MHOG System.

Additionally, it is important to point out that in the event a Township does default on its outstanding bonds, the Authority's position is significantly improved with the Master Operating Agreement. Prior to the Master Operating Agreement, there could be disagreements as to the ultimate ownership of the infrastructure for the Authority's water system. After the adoption of the Master Operating Agreement, Section 3.2 will control the ownership of the Common Elements and the Local Distribution Elements, and in most cases the Authority will have ownership of the infrastructure.

I trust that this memorandum is responsive to your questions. Please do not hesitate to contact me if you have any further questions regarding these issues.

JPK

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