

GENOA CHARTER TOWNSHIP

Board of Trustees

Regular Meeting

January 7, 2013

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: December 3, 2012.
3. Introduction for Rezoning of property located on the south side of Grand River Avenue between Hughes Road and Kellogg Road(11-14-100-014, 11-14-200-011)from Rural Residential/Town Center (RR/TC) to Conditional Office Service District (conditional OSD) and authorization of statutory notice for a public hearing on January 14th, 2013.
4. Receive the annual Planning Commission report for 2012 submitted by the Assistant Township Manager.
5. Request for approval of the 2013 Michigan Township Association Conference budget.

Approval of Regular Agenda:

6. Request for approval of Resolution 130108 establishing guidelines for granting of poverty exemptions from property taxes pursuant to MCL 211.7u and establishing beginning date for the Board of Review for the year 2013.
7. Consider approval of an agreement with AT&T for an antenna lease on the Oak Pointe Water Tower.
8. Discussion and possible action regarding membership in the Howell Area Parks and Recreation Authority.
9. Consider approval of a wage schedule for the Township Utility Department.
10. Consider request to enter into closed session for discussion pending litigation pursuant to Section 8(e) of the 1976 Open Meetings Act.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: January 7, 2013

TOWNSHIP GENERAL EXPENSES: Thru January 7, 2013	\$206,239.49
December 7, 2012 Bi Weekly Payroll	\$67,919.16
December 19, 2012 Severance Pay	\$17,189.54
December 21, 2012 Bi Weekly Payroll	\$67,561.76
December 28, 2012 Quarterly Payroll	\$8,406.66
December 28, 2012 Severance Pay	\$18,300.50
January 2, 2013 Monthly Payroll/Vacation Pay	\$21,488.56
January 4, 2013 Bi Weekly Payroll	\$68,163.69
OPERATING EXPENSES: Thru January 7, 2013	\$137,189.78
TOTAL:	<u>\$612,459.14</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
29310	WALMART	Walmart Community	11/27/2012	457.36
29312	AmerAqua	American Aqua	12/07/2012	103.80
29313	AMERAWAR	American Awards & Engraving	12/07/2012	19.00
29314	Clearwat	Clearwater Systems	12/07/2012	30.00
29315	CONTINEN	Continental Linen Service	12/07/2012	96.43
29316	DTE LAKE	DTE Energy	12/07/2012	1,387.30
29317	Duncan	Duncan Disposal Systems	12/07/2012	76,580.60
29318	GANNETT	Livingston Press & Argus	12/07/2012	635.00
29319	LANGWORTL	Langworthy Strader Leblanc	12/07/2012	480.60
29320	LC REG D	Livingston Co. Register Of Dee	12/07/2012	35.00
29321	MASTER M	Master Media Supply	12/07/2012	297.17
29322	migma	Michigan Local Gov't Mgmt Asso	12/07/2012	110.00
29323	Perfect	Perfect Maintenance Cleaning	12/07/2012	778.00
29324	PITNEYBO	Pitney Bowes, Inc.	12/07/2012	312.96
29325	Signs by	Signs By Tomorrow	12/07/2012	991.50
29326	Tetra Te	Tetra Tech Inc	12/07/2012	440.00
29327	TRI COUN	Tri County Cleaning Supply Inc	12/07/2012	121.32
29328	ARCHINAL	Michael Archinal	12/11/2012	25.00
29329	Equitabl	Equivest Unit Annuity Lock Box	12/11/2012	685.00
29330	AMER IMA	Applied Imaging	12/14/2012	1,831.36
29331	ARCHINAL	Michael Archinal	12/14/2012	969.60
29332	ATT& IL	AT&T	12/14/2012	110.50
29333	BLUE CRO	Blue Cross & Blue Shield Of Mi	12/14/2012	25,853.16
29334	BRI CHAM	Brighton Area Chamber Of Comm	12/14/2012	200.00
29335	CONSUMER	Consumers Energy	12/14/2012	337.74
29336	EHIM	EHIM, INC	12/14/2012	4,477.30
29337	GORDONFO	Gordon's Food Services	12/14/2012	86.33
29339	LivCTrea	Livingston County Treasurer	12/14/2012	294.72
29340	Mancuso	Mancuso & Cameron, P.C.	12/14/2012	881.25
29341	MASTER M	Master Media Supply	12/14/2012	349.20
29342	Net serv	Network Services Group, L.L.C.	12/14/2012	145.00
29343	LCCA	Livingston County Clerk	12/14/2012	3,933.00
29344	Equitabl	Equivest Unit Annuity Lock Box	12/21/2012	685.00
29345	ARCHINAL	Michael Archinal	12/20/2012	500.00
29346	BullsEye	BullsEye Telecom	12/20/2012	1,066.38
29347	CARDM	Chase Card Services	12/20/2012	521.36
29348	Clearwat	Clearwater Systems	12/20/2012	48.00
29349	COMCAST	Comcast	12/20/2012	101.04
29350	COOPERST	Cooper's Turf Management LLC	12/20/2012	400.00
29351	DTE EN	DTE Energy	12/20/2012	206.10
29352	DYKEMA	Dykema Gossett PLLC	12/20/2012	96.00
29353	ETNA SUP	Etna Supply Company	12/20/2012	27,245.00
29354	Lincoln	Lincoln National Life Ins Co.	12/20/2012	2,252.96
29355	MAMC	Michigan Assn.Municipal Clerks	12/20/2012	100.00
29356	Mancuso	Mancuso & Cameron, P.C.	12/20/2012	11,512.00
29357	MASTER M	Master Media Supply	12/20/2012	652.21
29358	MichMuni	Michigan Municipal Risk Mgmt A	12/20/2012	13,910.22
29359	migma	Michigan Local Gov't Mgmt Asso	12/20/2012	55.00
29360	Stand El	Standard Electric Company	12/20/2012	63.76
29361	VERIZONW	Verizon Wireless	12/20/2012	212.21
29362	AMER IMA	Applied Imaging	12/26/2012	86.00
29363	AT&T Fax	AT&T	12/26/2012	105.74
29364	SHELL	Shell	12/26/2012	73.21
29365	TRI COUN	Tri County Cleaning Supply Inc	12/26/2012	121.58
29366	AETNA LI	Aetna Life Insurance & Annuity	12/28/2012	16,000.00
29368	AETNA LI	Aetna Life Insurance & Annuity	01/04/2013	25.00
29369	Equitabl	Equivest Unit Annuity Lock Box	01/04/2013	685.00
29370	MiTaxTri	Michigan Tax Tribunal	12/28/2012	50.00
29371	SOM-TRE	State Of Mich- Dept Of Treasur	12/28/2012	6,410.52

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
Report Total:				206,239.49

12/7 Biweekly

Accounts Payable Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/03/2012 - 15:21

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10994	AETNA LI	Aetna Life Insurance & Annuity	12/07/2012		25.00
Check 10994 Total:					25.00
10995	EFT-FED	EFT- Federal Payroll Tax	12/07/2012		6,723.10 2,682.97 3,960.60 926.25 926.25
Check 10995 Total:					15,219.17 + 21.54 <u>15,240.71</u>
10996	EFT-PENS	EFT- Payroll Pens Ln Pyts	12/07/2012		1,914.76
Check 10996 Total:					1,914.76
10997	EFT-TASC	EFT-Flex Spending	12/07/2012		949.99
Check 10997 Total:					949.99
29311	Equitabl	Equivest Unit Annuity Lock Box	12/07/2012		710.00
Check 29311 Total:					710.00
10998	FIRST NA	First National Bank	12/07/2012		275.00 2,790.00 45,867.74

Check 10998 Total:

48,932.74
145.96

49078.70

Report Total:

67,751.66
+167.50

\$ 67,919.16

12/7 - BOW Key

Accounts Payable Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/03/2012 - 15:48

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10999	EFT-FED	EFT- Federal Payroll Tax	12/07/2012		6.80
				<i>Ashley Repke</i>	10.04
					2.35
					2.35
				Check 10999 Total:	21.54
11000	FIRST NA	First National Bank	12/07/2012		145.96
				Check 11000 Total:	145.96
				Report Total:	167.50

**First National
Direct Deposit
DECEMBER 7, 2012
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$49,078.70	
Aaron Korpela		\$1,070.71
Adam Van Tassell		\$1,087.97
Alex Chimpouras		\$1,968.06
Amy Ruthig		\$1,010.50
Angela Williams		\$806.60
Ashley Repke		\$424.70
Caitlin Nims		\$990.88
Carol Hanus		\$1,244.35
Craig Bunkoske		\$1,636.15
Daniel Schlack		\$1,575.30
Dave Estrada		\$1,367.93
David Miller		\$1,913.69
Deborah Rojewski		\$1,615.22
Diane Zerby		\$399.93
Duane Chatterson		\$1,548.62
Erin Daksiewicz		\$830.27
Greg Tatara		\$2,535.22
Jacob Mitchell		\$1,009.42
James Aulette		\$1,558.34
Jeffrey Meyers		\$1,516.63
Jenifer Kern		\$652.89
Jonathan Morton		\$1,060.50
Judith Smith		\$1,220.17
Karen J. Saari		\$996.16
Kelly VanMarter		\$2,059.68
Kimberly MacLeod		\$936.84
Kristen Sapienza		\$431.65
Kyle Mitchell		\$973.13
Laura Mroczka		\$1,717.08
Martin Reich		\$1,611.87
Michael Archinal		\$2,758.58
Renee Gray		\$0.00
Robin Hunt		\$1,374.95
Scott Lowe		\$1,613.05
Steven Anderson		\$1,604.12
Susan Sitner		\$434.38
Tammy Lindberg		\$1,005.14
Tesha Humphriss		\$1,922.29
Zakkery Olvin		\$595.73
Total Deposit		\$49,078.70

Severance Pay

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/19/2012 - 10:36

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
11014	EFT-FED	EFT- Federal Payroll Tax	12/19/2012		4,218.87 697.17 1,029.16 240.69 240.69
			Check 11014 Total:		6,426.58
			Report Total:		6,426.58
			CK# 12030	+	<u>10,762.96</u> 17,189.54

Genoa Charter Township
User: diane

Payroll
Computer Check Register

Printed: 12/19/12 10:25
Batch: 607-12-2012

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
12030	12/19/2012	GrayR Renee Gray	10,762.96
Total Number of Employees: 1			Total for Payroll Check Run: 10,762.96

12/21 - Biweekly

Accounts Payable Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/14/2012 - 12:09

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
11004	AETNA LI	Aetna Life Insurance & Annuity	12/21/2012		25.00
				Check 11004 Total:	25.00
11005	EFT-FED	EFT- Federal Payroll Tax	12/21/2012		6,591.36 2,675.22 3,949.22 923.60 923.60
				Check 11005 Total:	15,063.00
11006	EFT-PENS	EFT- Payroll Pens Ln Pyts	12/21/2012		1,914.76
				Check 11006 Total:	1,914.76
11007	EFT-TASC	EFT-Flex Spending	12/21/2012		950.73
				Check 11007 Total:	950.73
29344	Equitabl	Equivest Unit Annuity Lock Box	12/21/2012		685.00
				Check 29344 Total:	685.00
11008	FIRST NA	First National Bank	12/21/2012		250.00 2,790.00 45,883.27

12/21 - Biwkey

Check 11008 Total:

48,923.27

Report Total:

67,561.76

**First National
Direct Deposit
DECEMBER 21, 2012
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$48,923.27	
Aaron Korpela		\$1,133.79
Adam Van Tassell		\$1,087.97
Alex Chimpouras		\$1,968.07
Amy Ruthig		\$1,126.27
Angela Williams		\$606.47
Ashley Repke		\$1,237.10
Caitlin Nims		\$974.61
Carol Hanus		\$1,244.31
Craig Bunkoske		\$1,636.15
Daniel Schlack		\$1,298.54
Dave Estrada		\$1,295.47
David Miller		\$1,913.69
Deborah Rojewski		\$1,615.18
Diane Zerby		\$530.68
Duane Chatterson		\$1,472.13
Erin Daksiewicz		\$1,005.96
Greg Tatara		\$2,535.22
Jacob Mitchell		\$851.44
James Aulette		\$1,355.57
Jeffrey Meyers		\$1,292.52
Jenifer Kern		\$637.25
Jonathan Morton		\$976.24
Judith Smith		\$1,240.01
Karen J. Saari		\$996.16
Kelly VanMarter		\$2,059.68
Kimberly MacLeod		\$808.25
Kristen Sapienza		\$616.68
Kyle Mitchell		\$1,013.41
Laura Mrocza		\$1,717.07
Martin Reich		\$1,611.83
Michael Archinal		\$2,776.25
Renee Gray		\$0.00
Robin Hunt		\$1,374.95
Scott Lowe		\$1,322.87
Steven Anderson		\$1,604.12
Susan Sitner		\$543.21
Tammy Lindberg		\$1,005.06
Tesha Humphriss		\$1,922.22
Zakkery Olvin		\$516.87
Total Deposit		<u><u>\$48,923.27</u></u>

12/28-Quarterly

Accounts Payable Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/12/2012 - 11:43

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
11002	EFT-FED	EFT- Federal Payroll Tax	12/28/2012		278.28
					333.41
					492.18
					115.14
					115.14
					<u>1,334.15</u>
				Check 11002 Total:	1,334.15
					<u><u>1,334.15</u></u>
11003	FIRST NA	First National Bank	12/28/2012		5,947.85
					<u>5,947.85</u>
				Check 11003 Total:	5,947.85
				<i>CK#</i>	
				<i>12015-12620 + 5CKS</i>	<i>1124.60</i>
					<u><u>1124.60</u></u>
				Report Total:	7,282.00
					<u><u>8406.66</u></u>

12/28 - Quarterly

Genoa Charter Township
User: diane

Payroll
Computer Check Register

Printed: 12/12/12 11:25
Batch: 605-12-2012

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>		<u>Amount</u>
12015	12/28/2012	GrayR	Renee Gray	938.05
12016	12/28/2012	KirshJohn	John Kirsch	47.17
12017	12/28/2012	LupiRobert	Robert Lupi	45.04
12018	12/28/2012	MatkinRona	Ronald Matkin	47.17
12020	12/28/2012	PetratPat	Patricia Petrat	47.17
Total Number of Employees: 5			Total for Payroll Check Run:	1,124.60

**First National
Direct Deposit
Quarterly Payroll
DECEMBER 28, 2012**

<u>Employee Name</u>	<u>Credit Amount</u>	<u>Debit Amount</u>
Adam Van Tassell	\$278.82	
Barb Figurski	\$734.59	
John McManus	\$301.92	
Dean Tengel	\$301.92	
Diana Lowe	\$754.80	
Doug Brown	\$934.06	
Kristi Cox	\$141.52	
Genoa Township		\$5,947.85
H.J. Mortensen	\$301.92	
Marianne McCreary	\$452.88	
Jeffrey Dhaenens	\$467.03	
Jean Ledford	\$130.96	
Laura Brookins	\$694.55	
Chris Grajek	\$452.88	
Total Deposit	<u><u>\$5,947.85</u></u>	

EFT #: _____
 Internet: _____
 Date: _____

Insurance pay

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: angie

Printed: 12/27/2012 - 10:01

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
29366	AETNA LI	Aetna Life Insurance & Annuity	12/28/2012		16,000.00
				Check 29366 Total:	16,000.00
11016	EFT-FED	EFT- Federal Payroll Tax	12/28/2012		714.00
					1,054.00
					246.50
					246.50
				Check 11016 Total:	2,261.00
				Report Total:	18,261.00
					39.50
					\$ 18,300.50

Genoa Charter Township
User: angie

Payroll
Computer Check Register

Printed: 12/27/12 09:39
Batch: 651-12-2012

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
12031	12/28/2012	SmithJudit Judith Smith	39.50
Total Number of Employees: 1			Total for Payroll Check Run: 39.50

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/18/2012 - 11:05

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
11009	EFT-FED	EFT- Federal Payroll Tax	01/02/2013		2,142.43 863.32 1,274.41 298.04 298.04
Check 11009 Total:					4,876.24
11010	EFT-PENS	EFT- Payroll Pens Ln Pyts	01/02/2013		235.37
Check 11010 Total:					235.37
11011	EFT-TASC	EFT-Flex Spending	01/02/2013		227.27
Check 11011 Total:					227.27
11012	FIRST NA	First National Bank	01/02/2013		6,712.50 50.00
Check 11012 Total:					6,762.50
Report Total:					12,101.38
					<i>CK#'s</i>
					<i>12021-12029 + 9387.18</i>
					<i>21488.56</i>

Vacation Pay

Genoa Charter Township
User: diane

Payroll
Computer Check Register

Printed: 12/18/12 10:53
Batch: 601-01-2013

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>		<u>Amount</u>
12021	01/02/2013	Archinal	Michael Archinal	1,485.57
12022	01/02/2013	HanusCarol	Carol Hanus	781.21
12023	01/02/2013	Kern	Jenifer Kern	714.10
12024	01/02/2013	MacLeod	Kimberly MacLeod	1,164.46
12025	01/02/2013	Sapienza	Kristen Sapienza	381.86
12026	01/02/2013	SITNER	Susan Sitner	1,421.85
12027	01/02/2013	TataraG	Gregory Tatara	1,623.64
12028	01/02/2013	Williams	Angela Williams	1,156.94
12029	01/02/2013	ZERBY	Diane Zerby	657.55
Total Number of Employees: 9		Total for Payroll Check Run:		9,387.18

**First National
Direct Deposit
JANUARY 2, 2013
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$6,762.50	
Adam Van Tassel		\$549.16
Gary McCririe		\$2,223.26
H.J. Mortensen		\$259.84
Jean Ledford		\$153.23
Linda Rowell		\$165.43
Paulette Skolarus		\$3,238.35
Todd Smith		\$173.23
Total Deposit		<u><u>\$6,762.50</u></u>

1/4/13 Biweekly

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: angie
Printed: 12/27/2012 - 15:13
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
29368	AETNA LI	Aetna Life Insurance & Annuity	01/04/2013		25.00
				Check 29368 Total:	25.00
11017	EFT-FED	EFT- Federal Payroll Tax	01/04/2013		6,892.00 3,990.85 3,990.85 933.35 933.35
				Check 11017 Total:	16,740.40
11018	EFT-PENS	EFT- Payroll Pens Ln Pyts	01/04/2013		1,914.76
				Check 11018 Total:	1,914.76
11019	EFT-TASC	EFT-Flex Spending	01/04/2013		871.10
				Check 11019 Total:	871.10
29369	Equitabl	Equivest Unit Annuity Lock Box	01/04/2013		685.00
				Check 29369 Total:	685.00
11020	FIRST NA	First National Bank	01/04/2013		275.00 2,790.00 44,792.43 70.00

Check 11020 Total:

47,927.43

Report Total:

68,163.69

**First National
Direct Deposit
JANUARY 4, 2013
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$47,927.43	
Aaron Korpela		\$1,045.11
Adam Van Tassell		\$1,055.55
Alex Chimpouras		\$1,920.26
Amy Ruthig		\$943.95
Angela Williams		\$1,048.48
Ashley Repke		\$1,206.70
Caitlin Nims		\$1,208.57
Carol Hanus		\$1,209.65
Craig Bunkoske		\$1,519.13
Daniel Schlack		\$1,239.47
Dave Estrada		\$1,304.40
David Miller		\$1,866.38
Deborah Rojewski		\$1,540.04
Diane Zerby		\$473.11
Duane Chatterson		\$1,597.43
Erin Daksiewicz		\$138.52
Greg Tatara		\$2,442.38
Jacob Mitchell		\$872.97
James Aulette		\$1,657.90
Jeffrey Meyers		\$1,073.11
Jenifer Kern		\$511.69
Jonathan Morton		\$1,104.25
Judith Smith		\$1,205.14
Karen J. Saari		\$971.16
Kelly VanMarter		\$2,043.30
Kimberly MacLeod		\$743.40
Kristen Sapienza		\$552.22
Kyle Mitchell		\$1,360.57
Laura Mroczka		\$1,668.92
Martin Reich		\$1,568.67
Michael Archinal		\$2,723.68
Robin Hunt		\$1,337.27
Scott Lowe		\$1,402.46
Steven Anderson		\$1,559.17
Susan Sitner		\$552.36
Tammy Lindberg		\$980.18
Tesha Humphriss		\$1,867.71
Zakkery Olvin		\$412.17
Total Deposit		\$47,927.43

GENOA CHARTER TOWNSHIP
Board of Trustees
Public Hearing and Regular Meeting
December 3, 2012

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, Jim Mortensen, Todd Smith, Linda Rowell and Jean Ledford. Also present were Township Manager Michael Archinal; Township Attorney Frank Mancuso and approximately seventy persons in the audience. McCririe welcomed Linda Rowell to the board.

Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Ledford and supported by Smith to approve all items on the consent agenda, correcting the Minutes of the Nov. 19, 2012 meeting by adding Frank Mancuso as being present. The motion carried unanimously.

1. Payment of Bills.

2. Request to approve minutes: November 19, 2012.

3. Request for approval of an employee retirement incentive program as recommended by the Administrative Committee.

Approval of Regular Agenda:

4. Request to consider clarification of the Project description associated with Resolution #3 (Approving 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 Improvement Project as discussed at the November 19, 2012 public hearing. The project is to provide aquatic weed control/management through various methods, including, but not limited to, weed harvesting, chemical treatment, dredging, weevils and other biological treatments as determined by the East and West Crooked Lakes Riparian Association.

McCririe – Comments this evening will be limited to three minutes each.

Skolarus advised the board that notices of the meeting were mailed to 451 parcels. Petitions were received from 248 property owners asking for the creation of a special assessment district. The petitions totaled 55% of the properties within the district. As of this date six letters of

objection were received and two verbal requests from the previous public hearing. Letters of support were also received. Skolarus read the petition and said that one request to withdraw their name from the petition was received today.

A call to the property owners was made with the following response: Jodi Cook – I have two letters of objection to submit for Jodi and Eric Cook. The letters were received. Arnie Messing - Who are the members of the new association? Why was a new association started instead of reviving the old one? The names of the new association board members were provided. Yvonne Balagna – Read a statement asking for a no vote and the proposal language to be changed. Skolarus – The language you asked for at the last meeting is reflected verbatim in item 4 of this evening's agenda.

Adam Perkowski – How long can petitions be received? Skolarus – There is no time frame. My file has petition dated from July of 2011 until September 2012. Mancuso – That is correct – Act 188 does not limit the time for acceptance of petitions. Perkowski – The slips are included in the district. McCririe – The slips are included they are deeded with tax identification numbers. A letter of objection was received.

Frank Keresztes-Fischer – I am concerned with the use of chemicals downstream. Please consider harvesting. Bob Musch – I sent a letter objecting to this project. Please consider harvesting. David Veese – I work in an environmental district. 2-4-D is used in many common herbicides. Not doing anything is more harmful than the herbicides. The State is not going to allow us to poison the lake.

Jim Delcamp – 2-4-D contains dioxin compounds that are not entirely understood today. Joe Lacelle – Tyrone Lake has many problems because of the use of chemicals. The D.E.Q. has restrictions about its use around wells. The old association should have been revived. Dave Nastwold – Our Lake is sick and the native plants are dying. There is no perfect solution but we must remove the non-native species. If the residents don't like the leadership then they can elect a new board in August.

Michael Harman – The CLAM 20 minute report was produced by Purdue University. The association board will diligently review alternatives. 2-4-D is not part of this proposal. Nina Cedar – I was secretary of the old association and am now working with the new association. Nina provided six addition letters of support from the following persons: Jeff and Wanda Tanis, E. David and Beth Kailbourne, Jan and Alan Tandrup, Dietland and Jim Lawrence, Cindy and Dave Jonckheere and Ann Tice.

Dr. Besses – we do need to do something about the weeds, but there are too many unanswered questions here. Please place a moratorium until all concerns can be answered. Ellen DelaRosa – Lake Sherwood and Pine lakes have been treated for 20 years. I support weed control. Don Selmi – I have two parcels within the district and whoever started this association I commend them. Deborah Borsvold – I am in support of weed control and chemicals. The weed problem is overwhelming and there are many neighbors who are treating the lake already.

Mike Breazeale – This petition encompasses all forms of weed control. There are many lakes that have used chemicals successfully for years.

Perksowski – What happens in five years? Is \$45.00 still valid if other means are used?

McCrie – The association must work within their projected costs as referenced in their letter of Nov. 5, 2012 from the Lake and Land Management Corp. (PLM). Joe Lacelle - If the program is still working, then why are they still spraying? I question the validity of the association. Yvonne Balagna – I am a lawyer and I have legal question and concerns regarding the validity of the notice.

Doug Brown – There is a problem of legitimacy here. I was also elected as a trustee to the previous association board. The meetings were not consistent. The new association was formed by eight people who were not elected. I am for weed control but there is no proposed process at this time. Tom Rafferty – We researched alternatives. More than half the people want to do something. We are working with the D.N.R. and will continue to do more research.

Craig Lesley – I am for the weed control and would complement Mike Breazeale for taking action.

A call to the public was made with the following response: Mike Bauer – We are Aquatic Weed Control and I do harvesting. I took a million pounds of weeds out of the lakes. There are more ways of treating our lakes than with chemicals.

Mortensen – 20% of the people in this area objected to this district. The petitions do not define the process. There are competing associations. I will vote no. Rowell – People are passionate about this project, however 55% signed the petition and I feel the petition text was unclear in that the subsequent mailing only focused on chemical application. Hunt – I voted no at the last meeting but that was just because I felt there was a need to re-define the project.

Moved by Smith and supported by Hunt to clarify the Project description associated with Resolution #3 for the special assessment district. The project is to provide aquatic weed control/management through various methods, including, but not limited to, weed harvesting, chemical treatment, dredging, weevils and other biological treatments as determined by the East and West Crooked Lakes Riparian Association. The motion carried as follows: Ayes – Smith, Hunt, Rowell, Skolarus and McCrie. Nay – Mortensen. Abstain – Ledford.

5. Request for approval of Resolution No. 5 (confirming the special assessment roll) for the East and West Crooked Lake Aquatic Weed Control Project.

Moved by Skolarus and supported by Smith to approve resolution No. 5 with the following conditions: The project shall not move forward without first obtaining written approval of the Livingston County Drain Commissioner's Office. The board will add language to the resolution stating that the petitions are sufficient. The motion carried as follows: Ayes – Smith, Hunt, Skolarus and McCrie. Nays – Rowell and Mortensen. Abstain – Ledford.

6. Request for approval of Resolution #121203 to transfer ownership of the Genoa-Oceola Sanitary System from Livingston County to the Genoa-Oceola Sewer and Water Authority.

Moved by Ledford and supported by Mortensen to approve the resolution as requested by Greg Tatara. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None.

7. Presentation regarding the financing of the Consolidation of the Oak Pointe and Genoa-Oceola Wastewater Treatment Plants.

Greg Tatara, Utility Director, Tesha Humphriss, Utility Engineer, and Jim Kiefer, Bond Counsel with Dykema Law Firm presented a synopsis of the consolidation project between the Oak Pointe Wastewater Plant and the Genoa-Oceola Wastewater Plant. The project background, benefits, and scope were presented by Greg Tatara. Jim Kiefer then presented the evaluated financing mechanisms and rationale for why Capital Improvement Bonds are the preferred financing mechanism. Tesha Humphriss presented the project schedule along with a table demonstrating that this project should be cost neutral for the average residential home currently in compliance with the potassium chloride ordinance. Finally, Jim Kiefer presented the next steps to occur in the project, which is the Genoa Township Board approving in January a:

- 1) Design Contract
- 2) Resolution authorizing the publication of a notice of intent to issue bonds
- 3) Reimbursement Resolution.

Once design and a financing place is in place, the final financing step will be for the Genoa Township Board to pass a bond authorization resolution. In addition, an agreement will have to be approved between the Genoa-Oceola Authority and Genoa Township.

No formal action was taken by the board.

8. Request for approval of bid awards for a freeway oriented Township Park sign.

Moved by Mortensen and supported by Smith to award the following bids: Vantage Construction \$17,280.00, Green Panel \$ 4,480.00 and Huron Signs \$16,953.00 for construction of the Township Park Sign. The motion carried with Rowell opposed.

Correspondence was reviewed and the meeting was adjourned at 8:50 p.m.



Paulette A. Skolarus
Genoa Charter Township Clerk

(Press/argus 12/07/12)

OCT 3 1 2012

GENOA TOWNSHIP APPLICATION FOR REZONING	RECEIVED
--	-----------------

Brian McDonnell - Dakota Integrated Systems
 APPLICANT NAME: _____ ADDRESS: *1875 Holloway Dr.*
Holt, MI 48842
 OWNER NAME: *Glenn Miller Trust* ADDRESS: *vacant*
 TELEPHONE: *(517) 694 6500* PARCEL #(s): *11-14-100-014*

We, the undersigned, do hereby respectfully make application to and petitioned the Township Board to amend the Township Zoning Ordinance and change the zoning map of the township of Genoa as hereinafter requested, and in support of this application, the following facts are shown:

A. REQUIRED SUBMITTAL INFORMATION

1. a legal description and street address of the subject property, together with a map identifying the subject property in relation to surrounding properties;
2. the name, signature and address of the owner of the subject property, a statement of the applicant's interest in the subject property if not the owner in fee simple title, and proof of consent from the property owner;
3. It is desired and requested that the foregoing property be rezoned from:

Rural Res. (RR) to Office-Service (OS)

4. a site analysis site plan illustrating existing conditions on the site and adjacent properties; such as woodlands, wetlands, soil conditions, steep sloped, drainage patterns, views, existing buildings, any sight distance limitations and relationship to other developed sites and access points in the vicinity;
5. a conceptual plan demonstrating that the site could be developed with representative uses permitted in the requested zoning district meeting requirements for setbacks, wetland buffers access spacing, any requested service drives and other site design factors;
6. A written environmental assessment, a map of existing site features as described in Article 18 describing site features and anticipated impacts created by the host of uses permitted in the requested zoning district;
7. a written description of how the requested rezoning meets Sec. 22.04 "Criteria for Amendment of the Official Zoning Map".
8. The property in question shall be staked prior to the Planning Commission Public Hearing.

B. DESCRIBE BELOW HOW YOUR REQUESTED REZONING MEETS THE ZONING ORDINANCE CRITERIA FOR AMENDING THE OFFICAL ZONING MAP.

1. How is the rezoning consistent with the goals, policies and future land use map of the Genoa Township Master Plan, including any subareas or corridor studies. If not consistent, describe how conditions have changed since the Master Plan was adopted?
The Future Land Use Map indicates the subject property to be Mixed Use Town Center. The proposed Office Service zoning will bring an office user with a significant employee base which will be compatible with the Town Center.

OCT 31 2012

RECEIVED

2. Are the site's physical, geological, hydrological and other environmental features suitable for the host of uses permitted in the proposed zoning district?

Yes - Significant Natural Features combined with upland property provide an ideal office/campus setting.

3. Do you have any evidence that a reasonable return on investment cannot be received by developing the property with one (1) of the uses permitted under the current zoning?

The property is currently zoned Rural Residential. There is not a strong demand for this zoning at this time.

4. How would all the potential uses allowed in the proposed zoning district be compatible with surrounding uses and zoning in terms of views, noise, air quality, the environment, density, traffic impacts, drainage and potential influence on property values?

The OS District provides an excellent transition zoning (from MDR to the west and MHP to the south) for residential to commercial (G-C along Grand River Ave.).

5. Is the capacity of the infrastructure (streets, sanitary sewer, water, and drainage) and services (police and fire protection, etc.) sufficient to accommodate the uses permitted in the requested district?

Yes

6. Is there a demonstrated demand in Genoa Township or the surrounding area for the types of uses permitted in the requested zoning district? If yes, explain how this site is better suited for the zoning than others which may be planned or zoned to accommodate the demand.

The desire of Dakota is to create a campus setting which is enhanced by natural features such as woodlands and wetlands. A small parcel is not desirable.

7. If you have a particular use in mind, is there another zoning district where your use is permitted that may be more appropriate? Why should the Township rezone the land rather than amending the list of uses allowed in another zoning district which could also accommodate your intended use?

The Office Service District is the most appropriate zoning for the Dakota Integrated Systems Corporate Office Building.

8. Describe any deed restrictions which could potentially affect the use of the property.

Not aware of any.

GENOA TOWNSHIP

OCT 31 2012

RECEIVED

C. Affidavit

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

BY: Brian McDonnell, Chief Operating Officer - Dakota Integrated Systems

ADDRESS: 1875 Holloway Dr Holt, Mi 48842

Brian McDonnell
X SIGNATURE

Contact Information - Review Letters and Correspondence shall be forwarded to the following:		
1.) <u>Brent LaVanway</u>	of <u>Boss Engineering</u>	at <u>(517) 548-1670</u>
<small>Name</small>	<small>Business Affiliation</small>	<small>Fax No.</small>
<u>brentlebosseng.com</u>		



FEE EXCEEDANCE AGREEMENT

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

PROJECT NAME: Dakota Integrated Systems Corporate Office

PROJECT LOCATON & DESCRIPTION: S. Side of Grand River Ave.
E. of Dorr Rd.

SIGNATURE: Brian McDonnell DATE: 10/30/12

PRINT NAME: Brian McDonnell PHONE: 517 694-6500
Dakota Integrated Systems

COMPANY NAME & ADDRESS: 1875 Holloway Dr Holt, Mi 48842

November 7, 2012

Re: Sidwell Parcel ID# 4711-14-100-014 and Parcel ID# 4711-14-200-011

To whom it may concern,

I, Glenn Miller, Jr., Trustee of the Glenn Miller Trust, do hereby acknowledge and grant permission for Dakkota Integrated Systems, LLC to petition Genoa Charter Township for rezoning of the subject property from Rural Residential (RR) with the Town Center Overlay to Office Service (OS) and Site Plan review for an office building, driveway, parking and associated appurtances.

Glenn E. Miller, Jr.
Glenn Miller, Jr.
Address: 7230 Pounds Ct.
Howell, Mich. 48855

cc: k:\docs\proposals\E4686otstlund.doc



LSL Planning, Inc.

Community Planning Consultants

December 3, 2012

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Assistant Township Manager and Planning Director
Subject:	Conditional rezoning request from RR/TCOD to OSD
Location:	Vacant 29.9-acre property on the south side of Grand River Avenue, east of Dorr Road
Applicant:	Dakkota Integrated Systems Holt, MI

Dear Commissioners:

At the Township's request, we have reviewed the proposed conditional rezoning of the vacant 29.9-acre subject site from RR Rural Residential and TCOD Town Center Overlay District to OSD Office Service District (without the TCOD). This proposal has been reviewed in accordance with the procedures, regulations and guidance of the Genoa Township Zoning Ordinance and Master Plan.

A. SUMMARY

1. The Master Plan Future Land Use map identifies the site as Mixed-Use Town Center, which is consistent with the current TCOD zoning.
2. The revised submittal includes a zoning agreement intended to retain some Town Center design elements, although it also permits use of metal as a primary building material. In our opinion, construction of a metal-sided building would not be compatible with the intent of the Town Center.
3. As currently zoned, the size and location of natural features may make development in strict compliance with all of the TCOD standards difficult.
4. OSD zoning, including the provisions of the proposed zoning agreement, would provide an appropriate transition between more intensive uses along Grand River Avenue and the residential uses and zoning to the south, east and west.
5. The conceptual site plan provides for large buffer zones and ample open space well above conventional requirements; however, the zoning agreement only refers to the minimum open space requirement for a non-residential development in the TCOD.
6. The site is located within the utility service area and has frontage on Grand River Avenue.
7. The proposed zoning agreement contains the information required by Ordinance; however, we recommend review by the Township Attorney prior to its execution (if conditional rezoning is granted).

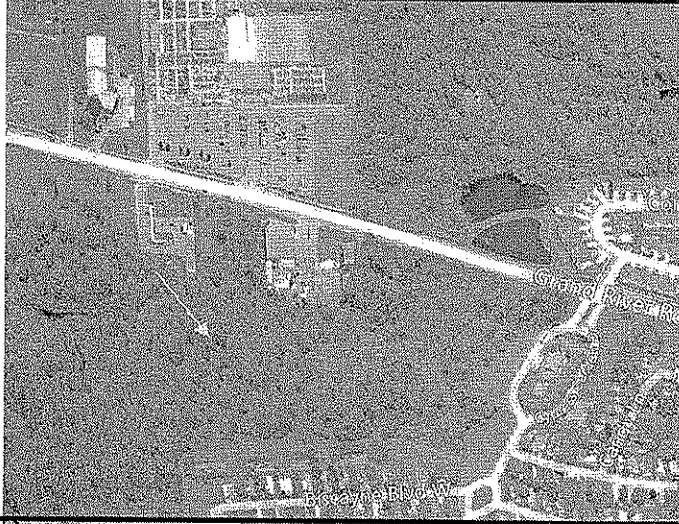
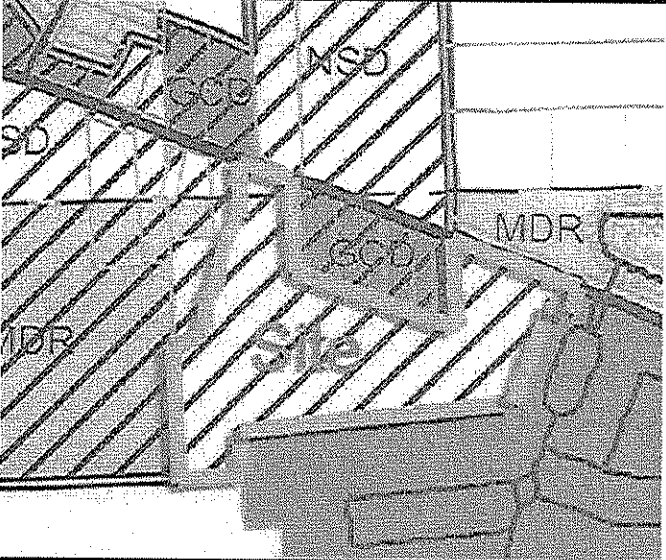
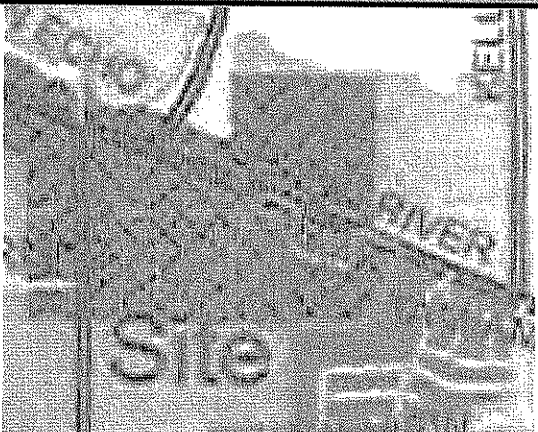
B. PROCESS

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

1. The Township Planning Commission holds a public hearing on the conditional rezoning and makes its recommendation to the Township Board.
2. The Livingston County Planning Commission reviews the request and makes its recommendation to the Township Board.
3. The Township Board considers the recommendations and takes action to grant or deny the application for conditional rezoning. If granted, the zoning agreement should then be executed and recorded accordingly.

C. PROJECT OVERVIEW

The site is located on the south side of Grand River Avenue, east of Dorr Road. Current zoning, as well as existing and planned land uses in the area are as follows:

Existing Land Use		
Site	Vacant	
North	Office, sales and storage businesses and Nursery (across Grand River)	
East	Manufactured housing	
South	Manufactured housing	
West	Vacant	
Zoning		
Site	RR/TCOD	
North	GCD/TCOD NSD/TCOD	
East	MHP	
South	MHP RR	
West	MDR/TCOD	
Master Plan		
Site	Mixed-Use Town Center	
North	Mixed-Use Town Center	
East	Manufactured Housing	
South	Manufactured Housing Low Density Residential	
West	Mixed-Use Town Center	

D. REZONING REVIEW

- 1. Consistency with the goals, policies and future land use map of the Genoa Township Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area.*

The Township Master Plan and Future Land Use map designate the site as Mixed-Use Town Center, which is intended for “a mixture of uses integrated into a traditional-style development of high density single family homes, attached and detached, along with various commercial uses including retail and office.”

The current zoning is consistent with this description; however, the applicant states that the proposed OSD zoning will bring a large office user to the site in a campus-like setting, which will be compatible with the Town Center.

Furthermore, the revised submittal also includes a zoning agreement as part of the proposal. The terms of the proposed agreement include restrictions on land uses such that those deemed incompatible with the Town Center would be prohibited. Additionally, there are provisions requiring compliance with certain TCOD development and design standards.

With that being said, the zoning agreement makes specific reference to various types of metal siding as a potential building material. Generally speaking, this may be cause for some concern as we are of the opinion that such materials are not compatible with the intent of the Town Center. More specifically, a metal-sided building would not be allowed in a conventional Town Center development.

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

The site is currently vacant and contains a host of natural features, including 10.25 acres of wetlands. The Impact Assessment notes that “all of the wetlands appear to be regulated by the Michigan Department of Environmental Quality.” The Township Master Plan (Map 1) also identifies areas with steep slopes on the easterly side of the property.

Once wetlands and right-of-way areas are removed from the gross acreage, the applicant is left with approximately 18.7 acres of land, which includes some of the steep slopes around the easterly wetland. Although the remaining acreage is somewhat scattered amongst wetlands, there appears to be sufficient upland area for development of the uses listed in the zoning agreement.

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

Under the TCOD, at least some portion of the property could be developed with a non-residential use (Grand River frontage), including potentially more intensive commercial uses. However, all of the development requirements may be difficult to meet given the size and location of the natural features described above – an example being the road frontage requirement along Grand River Avenue.

Accordingly, the proposed zoning agreement prohibits more intensive uses and requires compliance with certain Town Center design elements. The applicant’s intent is that this combination will result in a project that is generally compatible with the Town Center.

- 4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*

As noted above, some amount of non-residential development would be permitted under the TCOD. Interestingly, the TCOD would also permit more intensive uses (commercial) along the Grand River frontage than either the underlying (RR) or proposed (OSD) zoning.

Generally speaking, the OSD uses and TCOD design elements listed in the zoning agreement are compatible with the character of the area and would provide an appropriate transition between more (commercial along Grand River Avenue) and less (residential to the south and east) intensive land uses.

The conceptual site plan drawing included with the submittal generally demonstrates large buffers between land uses and open space preservation well beyond conventional requirements. However, the zoning agreement itself only makes reference to meeting the non-residential open space requirement of the TCOD (15%).

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

As shown on Map 8 of the Master Plan, the site is within the public utility service area and has access to existing public sewer, water and streets. Development of the site with one of the uses listed in the zoning agreement would not generally be expected to adversely impact the capacity of public infrastructure and services. With that being said, the Township should also consider any comments provided by the Township Engineer or Fire Department with respect to this criterion.

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

The Township Master Plan notes that 21% (4,998 acres) of the land area in the Township is planned for Rural Residential, while only 1% is planned for Mixed-Use Town Center (172 acres) and Office/Research (132 acres), respectively. Office/Research, which is compatible with OSD zoning, comprises the least amount of land for any category.

As noted in our initial review, we were concerned that a conventional rezoning to OSD would eliminate approximately 17% of the land planned as Mixed-Use Town Center. The inclusion of some of the TCOD design elements in the zoning agreement will help to mitigate this concern by providing for a development that will be at least partially in keeping with the overall intent of the Town Center.

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

In our opinion, conditional rezoning to OSD may be considered more appropriate than amending the TCOD given the use restrictions and design requirements provided by the zoning agreement, along with the site constraints impacting strict compliance with all current TCOD requirements.

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

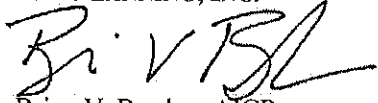
No rezoning applications have been submitted for this property within the past year.

E. ZONING AGREEMENT

The zoning agreement included with the revised submittal includes the information required by Section 22.05 of the Township Zoning Ordinance. With that being said, we recommend the document be reviewed by the Township Attorney if the Township considers favorable action on the request.

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

Sincerely,
LSL PLANNING, INC.

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is stylized and written over the printed name below.

Brian V. Borden, AICP
Senior Planner



TETRA TECH

December 5, 2012

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

**Re: Dakkota Integrated Systems Corporate Office
Site Plan Review for Rezoning Application #2**

Dear Ms. Van Marter:

We have reviewed the resubmitted rezoning application and site plan documents for the Dakkota Integrated Systems Corporate Office and the letter from Boss Engineering dated November 26, 2012, which was sent to us by the Township on November 26, 2012. The site is on the south side of Grand River immediately west of and south of Trends in Tile. It is proposed for office building and associated parking facilities. Tetra Tech has reviewed the documents and offers the following comments for consideration by the planning commission:

IMPACT ASSESSMENT

1. Update the impact assessment for the site plan submittal to include explanation of information omitted in the rezoning petition for sections C, D, E & G. It is acceptable to wait until rezoning is approved prior to performing any substantial design work.

SITE PLAN

1. The site plan doesn't include any drainage patterns for review of impacts to existing site conditions. The drive into the site, the building, and parking lot locations will require some grading or fill that appear to require the installation of steep slopes or retaining walls which will affect the existing drainage.
2. No setback dimensions are shown on the drawings. Particular attention should be given to wetland setbacks.
3. Proposed sewer and water utility routes would be useful, as there appears to be little space to fit these in around the wetland B-1 thru B-14. The sanitary sewer is on the north side of Grand River and is relatively shallow at this location. The concept plan should indicate whether there is enough grade available to service the proposed building via gravity flow, or whether a pumped system is required.

Tetra Tech

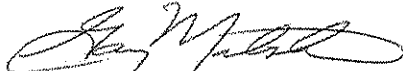
1921 East Miller Road, Suite A, Lansing, MI 48911
Tel 517.394.7900 Fax 517.394.0011 www.tetrattech.com

Ms. Kelly Van Marter
Rezoning Application and Site Plan Review #2 -- Dakota Integrated Systems Corporate Office
December 5, 2012
Page 2

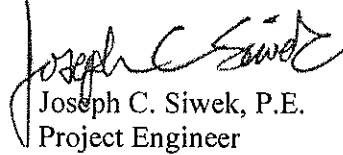
The Township should consider these issues in your discussion on the rezoning application. While the petitioner has stated that some of the detailed information will not be known until design begins if the property is rezoned, there is some information missing that should be discussed prior to determining the impact the proposed use may have on the existing natural features of the site and the adjacent properties.

Please call if you have any questions.

Sincerely,



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



Joseph C. Siwek, P.E.
Project Engineer

copy: Brent LaVanway, P.E., Boss Engineering

Amy Ruthig

From: Michael O'Brian <mobrian@brightonareafire.com>
Sent: Wednesday, November 28, 2012 2:26 PM
To: Amy Ruthig
Subject: Re: Dakkota Resubmittal

No issue on this, further comments as site layout is submitted

Michael O'Brian CFO, MIFireE
Fire Chief
Brighton Area Fire Authority
810-229-6640
Fax 810-229-1619
www.brightonareafire.com

**** Check your smoke alarm today! If you don't have a smoke alarm, call me today and we will get you one ****

From: Amy Ruthig <amy@genoa.org>
Date: Monday, November 26, 2012 4:25 PM
To: Michael OBrian <mobrian@brightonareafire.com>
Subject: Dakkota Resubmittal

Good Afternoon,

I have attached the Dakkota Rezoning resubmittal. If you should have any questions, please feel free to contact me.

Thank You,

Amy Ruthig
Assistant to the Township Manager



Genoa Charter Township
2911 Dorr Road, Brighton, Michigan 48116
Direct: (810) 224-5822, Fax: (810) 227-3420
E-mail: amy@genoa.org, Url: www.genoa.org

**IMPACT ASSESSMENT
FOR
REZONING PETITION**

**“DAKKOTA INTEGRATED SYSTEMS OFFICE BUILDING”
GENOA TOWNSHIP, LIVINGSTON COUNTY
MICHIGAN**

Prepared for:

**DAKKOTA INTEGRATED SYSTEMS
1875 HOLLOWAY DRIVE
HOLT, MICHIGAN 48842
(517) 594-6500**

Prepared by:

**BOSS ENGINEERING COMPANY
3121 E. GRAND RIVER
HOWELL, MI 48843
(517) 546-4836**

November 26, 2012

12-183EIA

INTRODUCTION

The purpose of this Impact Assessment (IA) report is to show the effect that this proposed development have on various factors in the general vicinity of the project. The format used for presentation of this report conforms to the *Submittal Requirements For Impact Assessment* guidelines in accordance with Section 18.07 of the published Zoning Ordinance for Genoa Township, Livingston County, Michigan.

DISCUSSION ITEMS

A. Name(s) and address(es) of person(s) responsible for preparation of the impact assessment and a brief statement of their qualifications.

Prepared By :

BOSS ENGINEERING COMPANY

Civil Engineers, Land Surveyors, Landscape Architects and Planners

3121 E. Grand River

Howell, MI 48843

(517) 546-4836

Prepared For :

Mr. Glenn Miller Jr. - Trustee of Glenn Miller Trust

Property Owner

DAKKOTA INTEGRATED SYSTEMS

Potential Purchaser of Property

1875 Holloway Drive

Holt, MI 48842

(517) 594-6500

B. Map(s) and written description / analysis of the project site including all existing structures, manmade facilities, and natural features. The analysis shall also included information for areas within 10 feet of the property. An aerial photograph or drawing may be used to delineate these areas.

The site is located on the south side of Grand River Avenue, approximately 1,100 feet east of the Hughes Road intersection. The property has frontage on Grand River at two different locations. There are 5 parcels along Grand River under separate owners which divides the road frontage. Across Grand River there exist both commercial and industrial uses. The western property line runs along a county drain. West of the drain is vacant property. To the south and east is the Sylvan Glen manufactured home community. The subject property is current undeveloped.

The proposed rezoning is to Office Service from Rural Residential with the Town Center Overlay. The Office Service zoning will be a buffer zoning from the commercial along Grand River to the manufactured housing and future residential in the Town Center.

C. Impact on natural features: A written description of the environmental characteristics of the site prior to development and following development, i.e., topography, soils, wildlife, woodlands, mature trees (eight inch caliper or greater), wetlands, drainage, lakes, streams, creeks or ponds. Documentation by a qualified wetland specialist shall be required wherever the Township determines that there is a potential regulated wetland. Reduced copies of the Existing Conditions Map(s) or aerial photographs may accompany written material.

The total site area is 29.98 acres. There are 10.25 acres of wetlands and 1.02 acres of right-of-way for Grand River Avenue leaving a total of 18.71 acres of upland. With regards to the wetlands, there are two large areas on the property. One area is on the west of the property associated with the drain running along the west property line. The other large area is on the east side of the site adjacent to the

forementioned manufactured community. There are two smaller areas towards the center of the property. Because of their size and proximity to the drain, all of the wetlands appear to be regulated by the Michigan Department of Environment Quality. The upland areas on the site are rolling with approximately 25 feet of relief from the center of the property to the wetlands. Most of the upland area is covered with medium to large trees. Most of the trees are black cherry, with a few white oak, red maple, apple, and a few other species.

The Concept Sketch included in this impact assessment illustrates potential locations for the site improvements. As part of the site plan package, which will be submitted to the township after rezoning approval, drawings showing the proposed locations of all site improvements along with detailed construction information will be provided. As required by the township's zoning ordinance, an updated impact assessment will be included in the site plan submittal package detailing the impacts this development will have on the natural features.

D. Impact on storm water management: Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from County Soil Conservation Service.

Surface runoff during periods of construction will be controlled by proper methods set forth by the Livingston County Drain Commissioner, including silt fence, pea stone filters, and seed and mulch.

At the time of construction, there may be some temporary dust, noise, vibration and smoke, but these conditions will be of relatively short duration and shall be controlled by complying appropriate procedures to minimize the effects, such as watering if necessary for dust control.

As part of the site plan package, which will be submitted to the township after rezoning approval, drawings showing the proposed locations of all site improvements along with detailed construction information will be provided. Included in this information will be the soil erosion control measures required by the Livingston County Drain Commissioner.

E. Impact on surrounding land use: Description of the types of proposed uses and other man made facilities, including any project phasing, and an indication of how the proposed use conforms or conflicts with existing and potential development patterns. A description shall be provided of any increases of light, noise or air pollution which could negatively impact adjacent properties.

The applicant is planning on constructing a single office building approximately 12,000 square feet in size, with the required parking, pedestrian circulation and storm water management system associated with it. The applicant is proposing to place most of the development on the northern portion of the property adjacent to the existing commercial development along Grand River. They would like to keep a large vegetative buffer around the east, south and west side of the project to screen their building from any existing or future residential.

The applicant is anticipating constructing the development in one phase.

With the proposed use being office, most of the activity on the property would be weekdays 8 AM to 5 PM. Unlike a commercial use, there would be limited evening or weekend traffic.

The increase in light, noise or air pollution would be far less than what is typically associated with a commercial development. Under the current zoning, there would be the potential to have on this property a large number of residential units, or a combination of residential, office and commercial. Developing a single smaller office building on the property would therefore have a lesser impact on the residences around it than could be developed under the current zoning.

As part of the site plan package, which will be submitted to the township after rezoning approval, drawings showing the proposed locations of all site improvements along with detailed construction information will be provided. Included in the package will be the Lighting Plan which will comply with the current lighting requirements of Genoa Township.

F. Impact on public facilities and services: Description of number of expected residents, employees, visitors, or patrons, and the anticipated impact on public schools, police protection and fire protection. Letters from the appropriate agencies may be provided, as appropriate.

The developer anticipates bringing up to 70 jobs to the area. This would likely lead to people moving to the area to be closer to their jobs, therefore purchasing homes in the area. This would also mean addition children enrolling in one the school systems in the area. With most of the schools having seen a steady decline in enrollment over the last 5 to 7 years, an increase in students would be seen as a positive for the community.

G. Impact on public utilities: Description the method to be used to service the development with water and sanitary sewer facilities, the method to be used to control drainage on the site and from the site, including runoff control during periods of construction. For sites service with sanitary sewer, calculations for pre- and post development flows shall be provided in equivalents to a single family home. Where septic systems are proposed, documentation or permits from the Livingston County Health Department shall be provided.

The development will be served by both public water and sanitary sewer. With regards to storm water management, the project would be required to mean all local, county and state storm water and erosion control requirements. All of the required information will be provided with the site plan submittal package.

H. Storage or handling of any hazardous materials: Description of any hazardous substances expected to be used, stored or disposed of on the site. The information shall describe the type of materials, location within the site and method of containment. Documentation of compliance with federal and state requirements, and a Pollution Incident Prevention Plan (PIPP) shall be submitted, as appropriate.

There will be no hazardous materials used or disposed of on this site.

I. Impact on traffic and pedestrians: A description of the traffic volumes to be generated based on national reference documents, such as the most recent edition of the Institute of Transportation Engineers Trip Generation Manual, other published studies or actual counts of similar uses in Michigan.

According to the Institute of Transportation Engineers Trip Generation 6th addition, the number of trips generated by this development would be an average of 52 vehicle trips per hour during the AM peak hours, and 50 vehicle trips per hour during the PM peak hours. This is based on a Single Tenant Office Building.

J. A detailed traffic impact study shall be submitted for any site over ten (10) acres in size which would be expected to generate 100 directional vehicle trips (i.e. 100 inbound or 100 outbound trips) during the peak hour of traffic of the generator or on the adjacent streets.

The anticipated number of directional vehicle trips during the peak hour of traffic is 52. Therefore a detailed traffic impact study is not necessary.

K. Special Provisions: General description of any deed restrictions, protective covenants, master deed or association bylaws.

L. A list of all sources shall be provided.

Genoa Township's *Submittal Requirements For Impact Assessment*

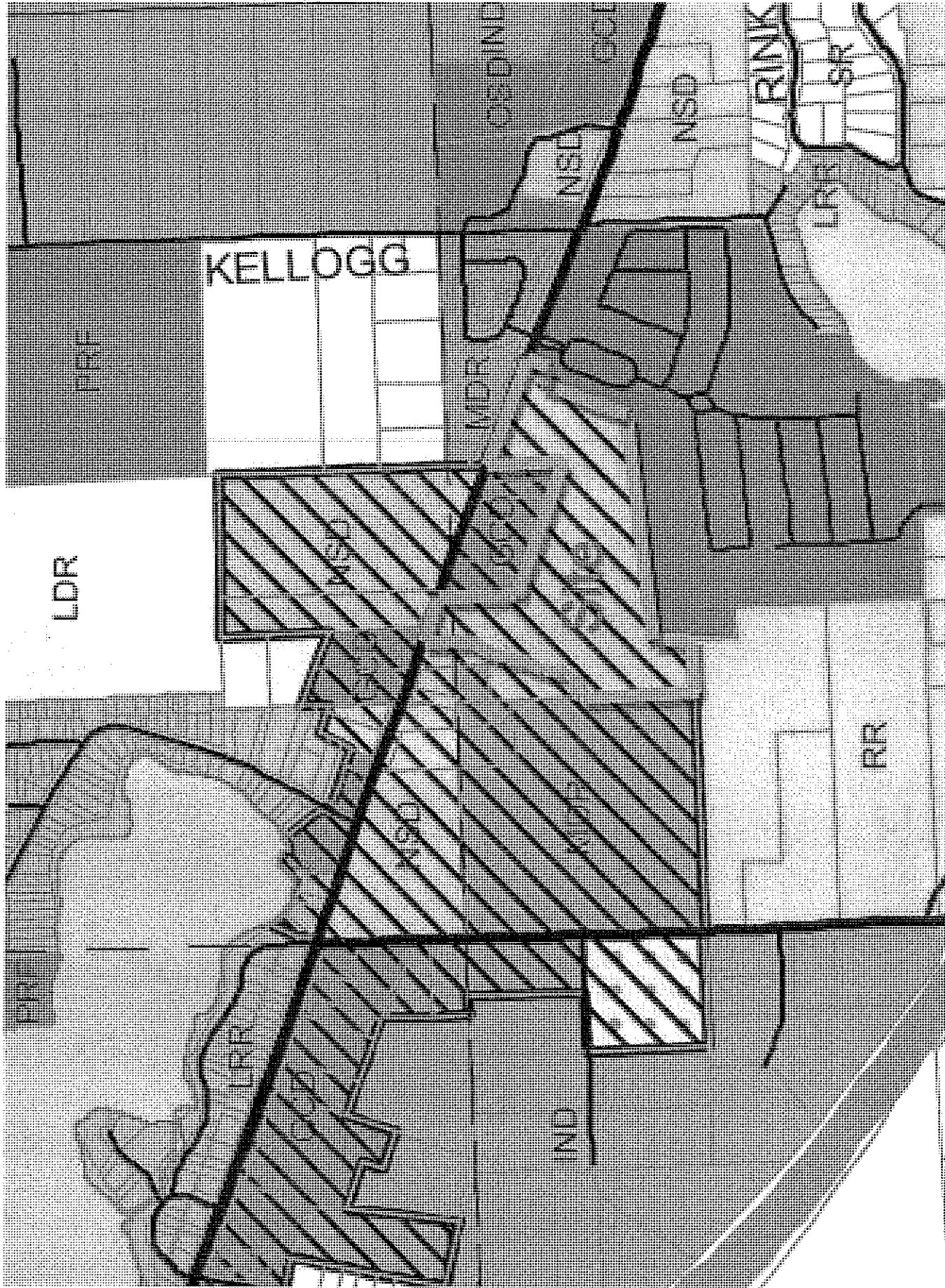
Genoa Township Zoning Ordinances

Soil Survey of Livingston County, Michigan, U.S.D.A. Soil Conservation Service

National Wetland Inventory Plan, United States Department of the Interior, Fish and Wildlife Service

Trip Generation manual, 6th edition, Institute of Transportation Engineers

APPENDIX





Aerial Photograph

STATE OF MICHIGAN
COUNTY OF LIVINGSTON
CHARTER TOWNSHIP OF GENOA

Rezoning Agreement

This Rezoning Agreement (hereafter referred to as "Agreement") is made and entered into on this 7th day of January 2013, by and between the Board of the Charter Township of Genoa, 2911 Dorr Road Brighton, Michigan 48116 (hereafter referred to as "Township") and the Dakkota Integrated Systems, LLC (hereafter referred to as "Owner").

The Owner possesses fee title to certain real property located in Genoa Township, Livingston County, Michigan, which is more particularly described in Exhibit A attached hereto incorporated by reference (hereafter referred to as "Property"). The Township has determined that an amendment to the Official Zoning Map of the Township of Genoa to rezone the property from Rural Residential (RR) with Town Center Overlay to Office Service District (OSD) without Town Center Overlay is in keeping with the goals and objectives of the Township, provided that the conditions offered by the Owner under this Agreement to ensure consistency with the Township Master Plan are put in place.

Therefore, in accordance with Act 110 of 2006, as amended, entitled "Michigan Zoning Enabling Act," the Owner voluntarily offers in writing an agreement for certain use and development of the Property as a condition to an amendment to the Official Zoning Map of the Township of Genoa to rezone said property from Rural Residential (RR) with Town Center Overlay to Office Service District (OSD) without Town Center Overlay.

At a properly noticed public hearing held on December 10, 2012, the Planning Commission, having reviewed a draft of this Agreement, recommended to the Township Board that the Property be rezoned from Rural Residential (RR) with Town Center Overlay to Office Service District (OSD) without Town Center Overlay in accordance with the applicable provisions of the Township Zoning Ordinance and with the conditions offered by the Owner.

On January 7, 2013, the Township Board at a properly noticed public hearing and in accordance with the Township Zoning Ordinance rezoned the Property from Rural Residential (RR) with Town Center Overlay to Office Service District (OSD) without Town Center Overlay, based upon this Agreement.

ARTICLE I
General Terms of Agreement

- 1.1 The Owner and Township acknowledge and represent that the foregoing recitals are true and accurate and said recitals and the terms of this Agreement are binding on the respective parties.
- 1.2 The Owner and the Township acknowledge and agree to the following:
 - (a) The Owner has voluntarily requested a change in zoning of the Property from Rural Residential (RR) with Town Center Overlay to Office Service District without Town Center Overlay with conditions. The Township has relied upon the agreement and may not grant the Rezoning but for the conditions offered in this Rezoning Agreement.

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

ARTICLE II
Land Use Authorization

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

- 2.1 Permitted use of the property shall be limited to the uses described below:
 - a. Studios of photographers and artists;
 - b. Offices of non-profit professional, civic, social, political and religious organizations;
 - c. Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding hospitals, and urgent care centers;
 - d. Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic

- services, sales offices, other types of corporate, executive, or administrative offices and similar or allied professions;
- e. Public parks and open space;
 - f. Essential public services and structures, not including buildings and storage yards;
 - g. Public/government buildings such as; township/state/county offices, public museums, libraries and community centers; and,
 - h. Accessory uses, buildings and structures customarily incidental to any of the above including, but not limited to, fitness trails and outdoor meeting spaces.
- 2.2 Child care centers, preschool and commercial day care may be allow with a special land use permit from the Township, in accordance with the review procedures and approval criteria stated in the Zoning Ordinance.
- 2.3 Outdoor storage shall be prohibited.
- 2.4 If the Property owner desires to expand the parking lot, buildings or pursue any other significant construction activities, application for site plan and environmental impact assessment approval shall be submitted to the Township, in accordance with the review procedures and requirements stated in the Zoning Ordinance.
- 2.6 The Property owner agrees to provide necessary easements for any future water and/or sewer improvements across the Property to service the Property. Such easements shall not unreasonably burden the Property and shall not encroach into the building envelope of the Property. The Township agrees that after any utility construction, it will restore the Property back to the condition that existed prior to any such construction.
- 2.7 The Property owner agrees to comply with the following regulations of the Genoa Town Center Overlay District:
- a. Side yard, rear yard, and building height requirements of Sec. 9.04.01;
 - b. Sidewalks, street trees and street lights requirements of Sec. 9.06.01 for the western frontage of the Property;
 - c. Parking requirements of Sec. 9.07.01;
 - d. Non-residential open space requirements of Sec. 9.08.02; and
 - e. Signs requirements of Sec. 9.09.03.

The Property owner also agrees to utilize the building materials provided in Sec. 9.05.01, for front facades and facades facing a street or parking area, but without a fixed percentage. The Property owner reserves the right to utilize other materials not listed in Sec. 9.05.01, such as metal panels, horizontal metal siding, metal trim, stucco and similar material.

ARTICLE III Miscellaneous Provisions

- 3.1 The requirements of this agreement shall be required for any use or development of the Property. If the conditions under this agreement are violated, the Property shall be rezoned to its former zoning classification of Rural Residential with Town Center Overlay. Continued use of the property in violation of the terms of this Agreement shall be considered a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for a violation of the Zoning Ordinance.

- 3.2 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 3.3 This agreement shall be recorded with the Livingston County Register of Deeds.
- 3.4 This Agreement shall run with the land and shall be binding upon all heirs, successors, assigns, receivers and transferees of the Property.
- 3.5 This Agreement may not be modified, replaced, amended or terminated without the written consent of the Township Board.

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

Approved by the Township Board for the Charter Township of Genoa on the 7th day of January, 2013, at a meeting duly called and held.

WITNESSES

TOWNSHIP OF GENOA:

By: _____

By: _____

STATE OF MICHIGAN)
)SS
COUNTY OF LIVINGSTON)

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

_____, Notary Public
_____, County, MI
My Commission expires: _____
Acting in _____ County, MI

Approved by _____ for Dakkota Integrated Systems, LLC on the ____ day of _____, 2013, at a meeting duly called and held.

WITNESSES

DAKKOTA INTEGRATED SYSTEMS, LLC:

By: _____

STATE OF MICHIGAN)
)SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ by _____ of Dakkota Integrated Systems, LLC, on behalf of the corporation, with authority to do so.

_____, Notary Public
_____, County, MI
My commission expires: _____
Acting in _____ County, MI

5645024_2.DOC

EXHIBIT A

PARCEL "A" 29.98± Acres

Part of Parcel No. 4711-14-100-003 and Parcel No. 471-14-200-011 Combined

Commencing at the West 1/4 Corner of Section 14, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said corner being distant 2681.56 feet S 02°16'19" E (*S 00°15' E record*) from the Northwest Corner of said Section 14; thence N 02°16'19" W (*N 00°15'00" W record*) 1330.95 feet; thence N 87°12'41" E 1335.68 feet (*N 89°14'00" E 1336.92 feet record*), along the North line of a parcel described in Warranty Deed recorded in Liber 1236, Page 675, Livingston County Records, to the PLACE OF BEGINNING;

thence N 02°03'48" W 627.98 feet along the East line of a parcel described in Warranty Deed recorded in Liber 4766, Page 796, Livingston County Records;

thence the following eight courses along the centerline of a 50 foot wide permanent public drainage easement as described in the Instrument recorded in Liber 2251, Page 917, Livingston County Records:

(1) N 70°54'48" E 125.92 feet (*N 72°55'28" E 124.89 feet record*), and

(2) N 30°08'19" E (*N 32°17'22" E record*) 74.01 feet, and

(3) N 04°55'59" E (*N 07°05'02" E record*) 106.46 feet, and

(4) N 27°13'52" E (*N 29°22'55" E record*) 94.96 feet, and

(5) N 10°53'03" E (*N 13°02'06" E record*) 190.20 feet, and

(6) N 32°01'45" E (*N 34°10'48" E record*) 158.67 feet, and

(7) N 00°37'14" W (*N 01°31'49" E record*) 231.55 feet, and

(8) N 17°27'52" E 48.61 feet (*N 19°36'55" E 49.69 feet record*);

thence S 70°21'38" E (*S 68°30' E record*) 241.01 feet along the centerline of Grand River Avenue;

thence S 02°25'07" E (*South record*) 450.00 feet; thence S 70°21'38" E (*Southeasterly record*) 701.45

feet; thence S 02°20'18" E 1.68 feet; thence S 69°24'15" E (*Southeasterly record*) 100.00 feet; thence

N 02°20'18" W (*North record*) 450.00 feet; thence along said centerline of Grand River Avenue the

following two courses:

(1) Easterly 194.91 feet along the arc of an 11,459.19 foot radius curve to the right, through a central angle of 00°58'28" and having a long chord which bears S 68°33'53" E 194.91 feet, and

(2) S 68°04'39" E (*S 66°13' E record*) 454.53 feet;

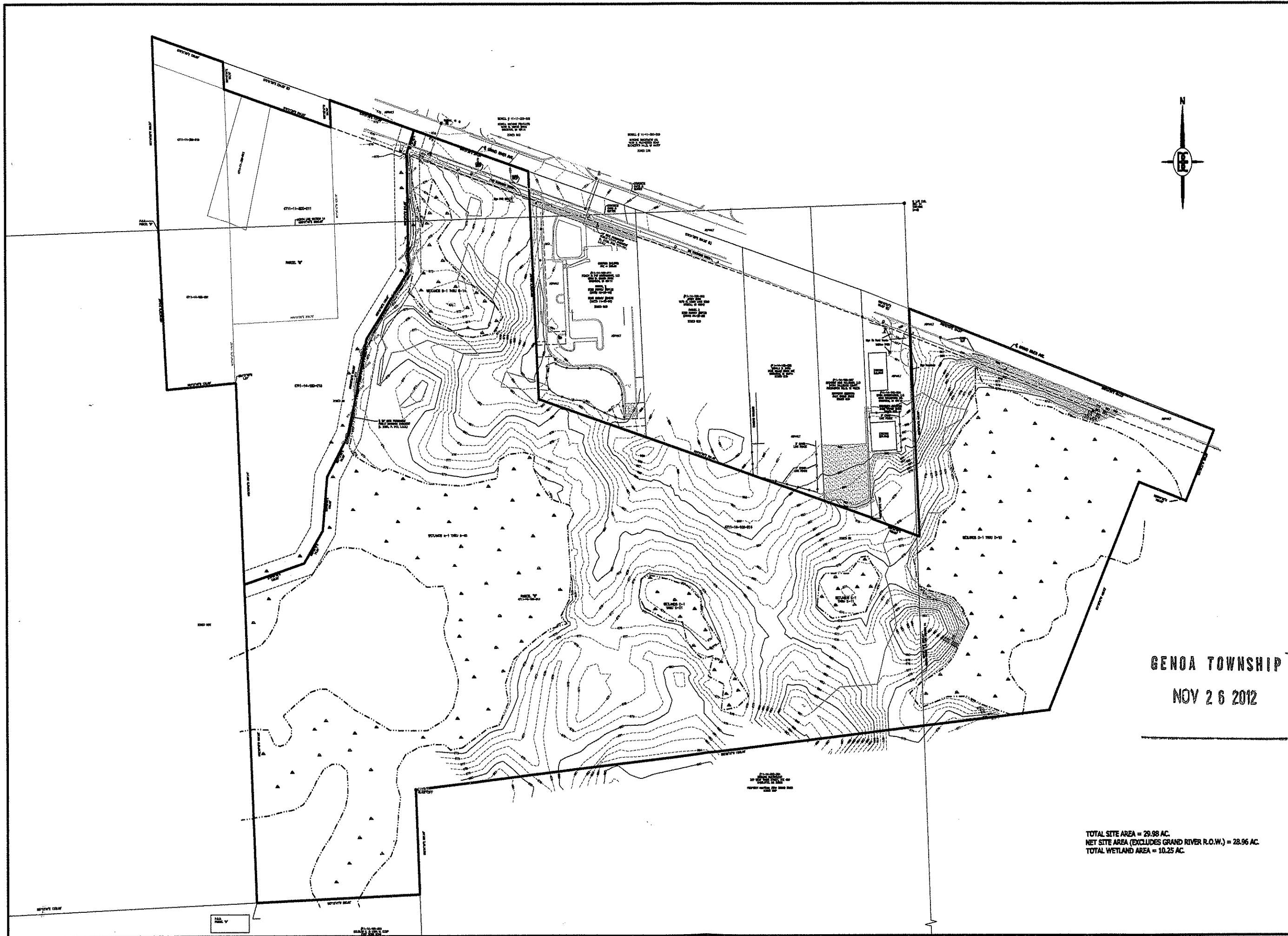
thence S 21°55'21" W (*South record*) 150.00 feet; thence N 68°04'39" W (*West record*) 100.00 feet;

thence S 21°55'21" W 483.63 feet (*S 23°47' W 500.00 feet record*); thence S 82°59'37" W

(*S 85°11'00" W record*) 1268.16 feet; thence S 02°01'19" E (*South record*) 207.19 feet;

thence S 87°12'41" W 323.00 feet (*West 350 feet record*), along said North line of a parcel described in Warranty Deed recorded in Liber 1236, Page 675, Livingston County Records, to the Place of Beginning. Being a part of the Southwest ¼ of Section 11 and a part of the Northeast ¼ and the Northwest ¼ of Section 14, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 29.98 acres of land, more or less.

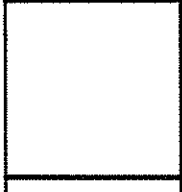
Subject to the rights of the public over that portion thereof taken for Grand River Avenue, also subject to the public trust and the rights of the riparian owners in the waters of unnamed creek (drainage ditch), also subject to and together with all easements and restrictions affecting title to the above described premises,



GENOA TOWNSHIP
NOV 26 2012

TOTAL SITE AREA = 29.98 AC.
NET SITE AREA (EXCLUDES GRAND RIVER R.O.W.) = 28.96 AC.
TOTAL WETLAND AREA = 10.25 AC.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS OF THE UTILITY LOCATIONS AND DEPTHS AS PROVIDED BY THE UTILITY OWNERS OR AS DETERMINED BY THE SURVEYOR'S FIELD INVESTIGATION. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITY LOCATIONS AND DEPTHS AS PROVIDED BY THE UTILITY OWNERS OR AS DETERMINED BY THE SURVEYOR'S FIELD INVESTIGATION. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITY LOCATIONS AND DEPTHS AS PROVIDED BY THE UTILITY OWNERS OR AS DETERMINED BY THE SURVEYOR'S FIELD INVESTIGATION.



BOSS ENGINEERING
ENGINEERS - SURVEYORS - PLANNERS
LANDSCAPE ARCHITECTS
311 E. 10TH ST. SUITE 200
SIOUX FALLS, SD 57104
(605) 246-8725 FAX (605) 546-1070

PROJECT:	DAKOTA OFFICE BUILDING		
PREPARED FOR:	DAKOTA INTEGRATED SYSTEMS, INC. 1875 HOLLOWAY DRIVE FOLI, W. 58842 (517) 594-8500		
TITLE:	EXISTING CONDITIONS		
NO.	BY	REVISION FOR	DATE
DESIGNED BY:			
DRAWN BY:	AB		
CHECKED BY:			
SCALE:			
JOB NO.	12-183		
DATE:	9-12-12		
SHEET NO.	1		

Kelly VanMarter

From: Frank Mancuso <frank@mancusocameronlaw.com>
Sent: Friday, January 04, 2013 10:13 AM
To: Kelly VanMarter
Cc: Gary McCririe; Mike Archinal; 'Markstrom, Gary'
Subject: Dakota Rezoning Agreement

Kelly:

I have reviewed the Dakota Rezoning Agreement and have the following comments:

1. Section 2.2. The word "allow" should be changed to "allowed".
2. Section 2.4. should be changed to the following:

If the Property owner desires to expand the parking lot, buildings or pursue any other significant construction activities, as determined by the Township's Zoning Administrator, application for site plan and environmental impact assessment approval shall be submitted to the Township, in accordance with the review procedures and requirements stated in the Zoning Ordinance prior to the commencement of any such construction activities.

3. There is no Section 2.5. The paragraphs following 2.4 should be renumbered accordingly.
4. Section 2.6 (now 2.5) should be changed to the following:

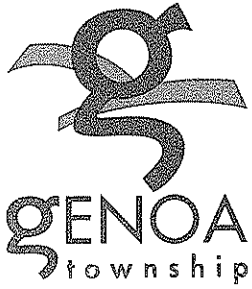
The Property Owner agrees to provide necessary easements for any future water and/or sewer improvements across the Property requested by the Township. Such easements shall not unreasonably burden the Property. After construction of utilities by the Township, the Township agrees to restore the Property back to the condition that existed prior to construction.

If you have any questions, please let me know.

Thank you,

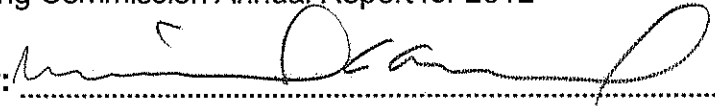
Frank J. Mancuso, Jr.
Mancuso & Cameron, P.C.
722 E. Grand River Ave.
Brighton, MI 48116
Ph: (810) 225-3300
Fax: (810) 225-9110

CONFIDENTIALITY NOTICE: This electronic message and all of its contents contain information from the law firm of Mancuso & Cameron, P.C. which may be privileged, confidential or otherwise protected from disclosure. The information is intended to be for the addressee(s) only. If you are not an addressee, any disclosure, copying, distribution or use of the contents of this message, or any portion thereof, is strictly prohibited. If you have received this electronic message in error, please notify us immediately at (810) 225-3300 and destroy the original message and all copies.



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

To: Township Board
Cc: Planning Commission
From: Kelly VanMarter, Assistant Township Manager/Planning Director
Date: January 4, 2013
Re: Planning Commission Annual Report for 2012

Manager Review: 

In accordance with P.A. 33 of 2008, as amended, MCL 125.3801 et seq Michigan Planning Act, please find the attached annual report regarding Planning Commission activities for 2012. Please feel free to contact me if you have any questions. The report is provided as follows:

Special Use Permits -

The Planning Commission recommended approval of 5 special use permit requests (2 sketch and 3 site plan).

Rezoning -

The Planning Commission recommended approval of 2 rezonings.

Site Plans -

The Planning Commission recommended approval of 1 site plan.

Sincerely,

Kelly VanMarter
Assistant Township Manager/Planning Director

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Steven Wildman

MANAGER

Michael C. Archinal

Meeting Date	Case Number	Project Name	Review Type	Action
January 9, 2012	12-001	Hide-Away Boat Sales	Special Land Use Sketch Plan	Tabled
February 13, 2012	12-01	Hide-Away Boat Sales	Special Land Use Sketch Plan	Recommended Approval
March 12, 2012	12-02	Frog Quick Oil Change	Special Land Use Site Plan	Recommended Approval
April 9, 2012	12-03	Amerigas Excavating LLC Addition	Site Plan	Recommended Approval
May 14, 2012	12-04	Brigman Specialty Center	Re zoning Site Plan	Recommended Approval
	12-05	Speedway Gas Station Addition	Special Use Sketch Plan	Recommended Approval
June 11, 2012	12-05	Industrial Rear Outdoor Storage	Special Land Use Site Plan	Tabled
July 9, 2012	Cancelled			
August 13, 2012	12-05	Industrial Rear Outdoor Storage	Special Land Use Site Plan	Recommended Approval
Sept. 10, 2012	---			
October 9, 2012	12-07	Thrasher Automated LLC Storage Tanks	Special Land Use Site Plan	Tabled
Nov. 12, 2012	Cancelled			
Dec. 10, 2012	12-08	Bakanta	Re zoning	Recommended Approval

MTA 2013 Budget

Following is a proposal for consideration of expenses relating to the January 2013 MTA Conference:

Name: _____

1.Conference Fees	\$279	_____
2.Room Charges	\$119-137 per night plus tax	_____
3.Mileage	\$58.74 (.555 per mile for 105.84 mile)	_____
4.Parking	\$12 per day	_____
5.Food	\$75 per day	_____
6.Per Diem	\$160-\$180 per diem* (as applicable)	_____

*Per diems are only payable for days at which you attend classes.

**RESOLUTION # 13-1-8
GENOA CHARTER TOWNSHIP
COUNTY OF LIVINGSTON, MICHIGAN**

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

At a regular meeting of the Board of Trustees of Genoa Charter Township, County of Livingston, State of Michigan, held on January 7, 2013, the following Resolution was moved, supported and adopted.

RECITALS:

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that for the 2013 tax year the Genoa Charter Township Board of Review will begin its proceedings on Tuesday, March 5, 2013;

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

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

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

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

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

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

ATTACHMENT A

POVERTY LEVEL GUIDELINES FOR 2013 TAX YEAR

FAMILY UNIT	HOUSEHOLD INCOME
Family of 1:	\$11,170
Family of 2:	\$15,130
Family of 3:	\$19,090
Family of 4:	\$23,050
Family of 5:	\$27,010
Family of 6:	\$30,970
Family of 7:	\$34,930
Family of 8:	\$38,890,
For each additional person add:	\$ 3,960

WATER TOWER LEASE AGREEMENT

THIS AGREEMENT, made _____, 2012, between **GENOA CHARTER TOWNSHIP**, a Michigan municipal corporation, with its principal offices at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter designated "**LESSOR**", and, **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, hereinafter designated "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. (a) LESSOR hereby leases to LESSEE that certain space (the "**Tower Space**") on a portion of LESSOR's water tower (hereinafter referred to as the "**Tower**"), located on an easement parcel in Genoa Township, Livingston County, Michigan, as shown on the Tax Map of Livingston County as Tax ID No. 11-27-301-003 and being further described in Liber 2247, Page 668, as recorded in the Livingston County Records (the entirety of such easement parcel is referred to hereinafter as the "**Property**"), together with a portion of the equipment building (the "**Entire Shelter**") depicted as "Leased Building Space" on attached **Exhibit "C"** which is located on the easement parcel; together with the non-exclusive rights and easements (collectively, "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under or along a variable width easement extending from the nearest public right-of-way, Club Drive, to the Leased Building Space, and for the installation and maintenance of utility wires, cables, conduits and pipes under or along other variable width easements, and together with any further easements or rights of way (the "**Further Rights of Way**") over and through the Property between the Leased Building Space and the Tower Space for the installation and maintenance of utility wires, cables, conduits, and pipes. In order to obtain access to the Water Tower, LESSEE will be required to call LESSOR's 24 hour phone line at (888) 481-0439. The Property, Tower Space, Leased Building Space, Rights of Way and Further Rights of Way, if any, are substantially described and depicted on **Exhibit "A"** and **Exhibit "C"**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**".

In the event that any public utility is unable to use the Rights of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the communications equipment, antennas and appurtenances described in **Exhibit "B"** attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment, provided said replacement does not increase tower loading of the Tower. LESSEE agrees that all utility wires, cables, conduits, and pipes shall be located underground, except as shown on the **Exhibit "C"** site plan and survey.

(b) The parties acknowledge that LESSOR owns certain easement rights in the water tower easement comprising the Property as set forth in the Master Deed for the Villas of Oak Pointe (recorded in Liber 2247, Page 668, Livingston County Records), and certain additional ingress, egress and utility easements comprising the Rights of Way as set forth in that certain Declaration of Easements, dated _____, between LESSOR and the Villas of Oak Pointe Association (the "*Association*"), recorded in the Livingston County Records as instrument number _____. A Memorandum of this Agreement referenced in Paragraph 28 may be recorded with the Livingston County Register of Deeds. The parties further acknowledge that the Association owns fee simple title to and/or certain rights in and to the Property (including such water tower easement) and the Rights of Way and, as such, simultaneously herewith, LESSEE shall enter into a Land Lease Agreement (the "*Association Lease*") with the Association for the same Premises, other than the Tower Space, in which Association Lease will be provided rent payments to the Association in the same amount as those under this Agreement.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, at LESSEE's expense, and said survey shall then become **Exhibit "C"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "A"**. Cost for such work shall be borne by LESSEE.

3. **TERM; RENTAL; ELECTRICAL.** (a) This Agreement shall be effective as of the date of execution and delivery by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of NINE THOUSAND SIX HUNDRED and 00/100 Dollars (\$9,600.00), to be paid in annual installments on the Commencement Date and each anniversary thereof, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. This Agreement shall commence based upon (i) the earlier date on which LESSEE commences to install antenna equipment on the Tower, or (ii) March 1, 2013, whichever occurs first. In the event the date of commencing installation of the equipment is determinative and such date falls between the 1st and 15th of the month, this Agreement shall commence on the 1st of that month, and if such date falls between the 16th and 31st of the month, this Agreement shall commence on the 1st of the following month (either of the foregoing or March 1, 2013, if applicable, being the "*Commencement Date*"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to LESSOR the rental payment for the first year of the Term by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payment for the first year of the Term by February 13. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) LESSOR hereby agrees to provide to LESSEE (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE ("**Documentation**").

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Documentation in a form reasonably acceptable to LESSEE. Delivery of Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Documentation has been supplied to LESSEE as provided herein.

(c) LESSEE shall furnish and install an electrical meter within the Property for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted, at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to ELEVEN THOUSAND FORTY and 00/100 Dollars (\$11,040.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to TWELVE THOUSAND SIX HUNDRED NINETY-SIX and 00/100 Dollars (\$12,696.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to FOURTEEN THOUSAND SIX HUNDRED and 40/100 Dollars (\$14,600.40); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to SIXTEEN THOUSAND SEVEN HUNDRED NINETY and 46/100 Dollars (\$16,790.46).

6. CONSTRUCTION / PERFORMANCE BOND / MAINTENANCE. Any and all construction and installation of equipment on the Premises by LESSEE shall be in accordance with: (a) the final site plan approved by the Association's Architectural Control Committee, Oak Pointe Community Architectural Control Committee, and Genoa Charter Township ("**Township**" or LESSOR); (b) the applicable conditions of the Township's Board of Trustees' approval as set forth in the minutes of the Board of Trustees' October 4, 2010 meeting; and (c) in accordance with the Township Ordinances. Any areas within the Property or the condominium project of which the Property is a part that are damaged by LESSEE in the construction, repair or alteration of LESSEE's equipment shall be promptly restored to a like condition as existed immediately prior to commencing such construction, repair or alteration.

In accordance with the Township Ordinance, LESSEE shall, prior to the commencement of construction of LESSEE's telecommunications facility, provide or cause to be provided to the Township a performance bond or bonds from a company licensed to do business in Michigan reasonably acceptable to the Township in an amount sufficient to cover the cost to complete ~~LESSEE's construction of the Entire Shelter and landscaping on the Property and the utility conduits for the Premises.~~ Such performance bond or bonds shall name the Township and the Association as beneficiaries and shall remain in effect until the completion of ~~the Entire Shelter and such landscaping and utility conduits.~~LESSEE's construction.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which are the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arise from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes, imposed upon the business conducted respectively by LESSOR or LESSEE at the Property; provided the foregoing shall not apply to LESSOR to the extent LESSOR is a governmental entity exempt from taxation. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph or to the extent LESSOR is a governmental entity exempt from taxation, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. If LESSOR is not the tax assessment or collection agency or unit, LESSOR shall reasonably cooperate with LESSEE, at LESSEE's expense, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. LESSOR, in its capacity as the Township of Genoa, acknowledges and agrees that LESSEE shall have standing and the right to pursue a good faith and reasonable dispute of any taxes under this Paragraph, and LESSOR shall not dispute or challenge such standing or right.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises solely for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE subject to the approved site plan for such installation and further subject to Township Ordinances. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the utilities, equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, subject to Township Ordinances. It is understood and agreed that LESSEE's ability to use the Premises is contin-

gent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the “**Governmental Approvals**”) that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that: (a) any of such applications for such Governmental Approvals should be finally rejected; (b) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (c) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (d) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (e) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (f) LESSEE, in its sole discretion, determines that the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE’s exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, or as permitted by Section 25 hereof, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE; provided that if LESSEE has commenced construction or installed any equipment on the Premises and seeks termination under subsections (e) or (f) above, then such termination shall not be effective until the later of: (i) the day before the fourth (4th) anniversary of the Commencement Date; (ii) the date of mailing of such termination notice, or (iii) the later date designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, or \$2,000,000 combined single limit coverage for bodily injury and property damage. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR’s policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake, unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws, including, without limitation, building, zoning, safety or land use Laws, as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, commencing with the fourth (4th) anniversary of the Commencement Date, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date, provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance thirty (30) days after receiving written notice from LESSEE (which notice shall also be sent to all other tenants, lessees and licensees at the same time that said notice is provided to LESSOR), and no other tenant, lessee or licensee at the Property has commenced to cure LESSOR's default, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR within thirty (30) days after mailing by LESSOR to LESSEE of written demand therefore provided, however, that LESSOR shall not be required to pay for the cost of repairs more than once per occurrence. If LESSOR does not make payment to LESSEE within thirty (30) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR. —

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space. Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

At the request of LESSOR, LESSEE shall lower the radio frequency emissions from the equipment on the Water Tower to safe levels to allow for painting and/or maintenance of the Water Tower by LESSOR. LESSOR agrees that it shall not paint the Water Tower more than one (1) time per year (other than minor paint repairs) and shall maintain the Water Tower as reasonably necessary.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then-existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term or within ninety (90) days after any earlier termination of this Agreement, remove its antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to the condition that existed prior to any construction or installation of equipment by LESSEE, reasonable wear and tear and casualty damage excepted; and LESSEE shall repair any damage to the structural components of the Entire Shelter caused by the removal of LESSEE's antenna(s), equipment, conduits, fixtures and personal property. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of LESSEE's antenna structure, fixtures and all personal property is completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be paid monthly and increased to one hundred and fifteen percent (115%) of one-twelfth ($1/12^{\text{th}}$) of the rent applicable during the year immediately preceding such expiration or earlier termination.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide: (a) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (b) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee

shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement. ~~19. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, LESSOR receives a bona fide written offer from a third party seeking an assignment or transfer of the rent payments associated with this Agreement ("**Rental Stream Offer**"), LESSOR shall immediately furnish LESSEE with a copy of the Rental Stream Offer. LESSEE shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If LESSEE chooses not to exercise this right or fails to provide written notice to LESSOR within the twenty (20) day period, LESSOR may assign the right to receive rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If LESSOR attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void. LESSEE shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until LESSOR complies with this Section.~~

2019. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

2120. TITLE. LESSOR represents and warrants to LESSEE, as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Tower, the utility easement in the Property, the Rights of Way and Further Rights of Way, if any, and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same which would prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Michigan.

24. ASSIGNMENT AND SUBLEASE. (a) This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, sub-

sidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

(b) The Parties acknowledge that: (i) the Entire Shelter on the Premises and the backup power generator therein shall be constructed, installed and made operational by NEW PAR, a Delaware partnership, d/b/a, Verizon Wireless ("VERIZON"), (ii) the Entire Shelter is designed to accommodate up to three (3) telecommunications providers (including LESSEE) in the portions of the Entire Shelter not marked on **Exhibit "C"** as "Leased Building Space" or "Generator Room", and (iii) LESSEE shall lease from LESSOR (and the Association under the Association Lease) only the portion of the Entire Shelter shown on **Exhibit "C"** as "Leased Building Space". As such, LESSEE agrees that if for any reason the Entire Shelter is not constructed by VERIZON, then this Lease shall terminate and neither Party shall have any further obligation to the other Party. LESSEE also agrees that LESSEE shall pay to VERIZON one-third (1/3rd) of all costs and expenses incurred by VERIZON to construct and install the Entire Shelter (excluding the Generator Room and generator therein).

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of Genoa
2911 Dorr Road
Brighton, Michigan 48116
Attention: Township Supervisor

With a copy to:
Mancuso & Cameron, PC
722 E. Grand River Ave.
Brighton, MI 48116
Attention: Frank J. Mancuso, Jr., Esq.

LESSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MI2223; Cell Site Name: Oak Pointe
Fixed Asset No: 10129718
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With the required copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Department

Re: Cell Site #: MI2223; Cell Site Name: Oak Pointe
Fixed Asset No: 10129718
15 East Midland Ave.
Paramus, NJ 07652

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. (a) At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "*Mortgage*") by LESSOR which from time to time may encumber all or part of the Property, Tower or Rights of Way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "*Non-Disturbance Agreement*"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the agreement of the encumbering party ("*Lender*") that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "*Purchaser*") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (i) honor all of the terms of this Agreement, (ii) fulfill LESSOR's obligations under this Agreement, and (iii) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

(b) In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE: (i) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

(c) In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and, upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in such Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days from receipt in which to cure any monetary breach and thirty (30) days from receipt in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the 30-day period if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such 5-day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default beyond applicable notice and cure periods under this Agreement, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If a non-defaulting Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting Party to the non-defaulting Party, and the defaulting Party shall pay to the non-defaulting Party, upon demand, the full undisputed amount thereof with interest thereon from the date of payment at an annual rate of the greater of (a) the prime lending rate last established by The Chase Manhattan Bank (or its successor) plus two percent (2%), or (b) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. Further, in the event of a default by either Party with respect to a material provision of this Agreement that remains uncured beyond the time limits set forth above, without limiting the non-defaulting Party in the exercise of any right or remedy which it may have by reason of such default, the

non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located or this Agreement; provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default by the other party.

31. ENVIRONMENTAL. LESSOR warrants and represents that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials (as defined below) on, under, about or within the Property in violation of any Laws. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Laws. "*Hazardous Material*" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). The foregoing notwithstanding, LESSOR acknowledges that LESSEE may be using and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and the same shall not constitute a violation or breach of this Paragraph. LESSEE shall be solely responsible for any remediation arising directly from LESSEE's use and maintenance on the Property of any Hazardous Materials introduced to the Property by LESSEE, including the foregoing items. The Parties each agree to defend and indemnify the other Party and its partners, members, affiliates, agents and employees against any losses, liabilities, claims or costs, including attorneys' fees and costs, arising from any breach of any warranty, representation or agreement contained in this Paragraph.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same, or if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days' prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to rent and other payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first, unless the condemning authority is Genoa Charter Township, in which case this Lease shall remain in effect and LESSEE's rights to use and enjoy the Premises shall not be affected. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may be expected to unreasonably disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may, on its own behalf, make a claim in any condemnation proceeding involving the Premises for losses related to its share of

the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the area of the Premises taken bears to the total area of the Premises prior to such taking. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT / AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Tower and all structural elements of the Premises, to the extent of LESSOR's interest in the same (excluding the Entire Shelter and LESSEE's equipment, building(s), utility wires, cables, conduits and pipes), in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Substances) (collectively, "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, (a) maintain LESSEE's portion of the Entire Shelter and its equipment, utility wires, poles, cables, conduits and pipes in the Premises in compliance with all Laws; and (b) comply with: (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

38. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but which, taken together, shall be one and same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective

seals the day and year first above written.

LESSOR: GENOA CHARTER TOWNSHIP

By: _____
Gary McCririe, Supervisor

Dated: _____, 2012

LESSEE: NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation, its Manager

By: _____
Mark Caesar,
Sr. Real Estate and Construction Manager

Dated: _____, 2012

RALv14

Exhibit A

Legal Description of the "Property":

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

A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.

Legal Description of the land underlying the "Entire Shelter":

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

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet; thence along the Southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, in the following three (3) courses: S 88°33'16" E, 164.85 feet, N 86°29'24" E, 405.15 feet, and S 78°21'48" E, 708.68 feet to the East line of said "Villas of Oak Pointe"; thence along said East line, N 01°19'07" W, 38.05 feet to the Point of Beginning:

thence S 88°40'53" W, 22.88 feet;

thence N 01°19'07" W, 34.21 feet;

thence N 88°40'53" E, 22.88 feet;

thence S 01°19'07" E, 34.21 feet to the Point of Beginning, being a part of the Southwest 1/4 of Section 27, T12N, R5E, Genoa Township, Livingston County, Michigan; and containing approximately 783 square feet, together with non-exclusive easements for overhang, ice bridge, ground ring and stoops.

Together with and subject to a variable width easement for access and utilities, the boundary of said easement being described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet to the Point of Beginning:

thence N 04°35'31" W, 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records,
thence S 88°33'16" E, 189.14 feet along the North line of said "Villas of Oak Pointe";
thence S 16°08'56" W, 6.36 feet;
thence Northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E, 11.59 feet;
thence N 86°29'31" E, 132.14 feet;
thence Northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E, 63.61 feet;
thence Northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E, 53.19 feet;
thence N 80°36'52" E, 39.76 feet;
thence S 81°37'12" E, 39.95 feet;
thence Southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E, 40.54 feet;
thence S 72°30'08" E, 125.29 feet;
thence Southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;
thence S 78°21'48" E, 272.86 feet;
thence Northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;
thence Northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E, 32.48 feet;
thence Northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 116°12'52", long chord N 70°20'48" E, 106.98 feet;
thence N 38°27'24" E, 48.52 feet;
thence S 01°19'07" E, 224.68 feet along the East line of said "Villas of Oak Pointe";
thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:
N 78°21'48" W, 708.68 feet;
S 86°29'24" W, 405.15 feet; and
N 88°33'16" W, 164.85 feet; to the Point of Beginning;
being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Legal Description of the "Rights of Way"

Together with a 6 foot wide for public utilities, the centerline of said easement being described as:

Commencing at the northeast corner of the property beneath the "Entire Shelter" space described above, in the southeasterly corner of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, as the Point of Beginning;

thence heading westerly south of the southerly curb line of Moret Court to Villa France Drive;
thence northerly crossing Moret Court to be adjacent to and west of the east line of Villa France Drive (as platted) to Versailles Avenue;
thence easterly adjacent to and south of the north line of Versailles Avenue (as platted) to Quebec Lane;
thence northerly adjacent to and west of the east line of Quebec Lane (as platted) to the south line of Filbert Street and the Point of Ending;
being a part of the Northwest 1/4 and the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

Exhibit B

All of the antennas, cabling, conduit and related fixtures and equipment within the Leased Building Space, the Property and on the Tower, which Leased Building Space and Tower are shown on attached Exhibit "C", made a part hereof.

Exhibit C

see attached survey and site plan

Mike Archinal

From: Frank Mancuso <frank@mancusocameronlaw.com>
Sent: Friday, January 04, 2013 2:45 PM
To: 'Wally Haley'
Cc: Gary McCririe; Mike Archinal; Kelly VanMarter; Amy Ruthig
Subject: AT&T/Genoa Water Tower Lease

Wally:

Attached is a marked up copy of the revised Lease Agreement. I accepted all prior changes so that I started from a clean draft and then made the final round of changes from there.

With regard to the comments/issues in your December 12th e-mail, my response is as follows:

4. Section 6 provides requires New Cingular to provide to the Township, prior to the commencement of construction of facility, a performance bond or bonds from a company licensed to do business in Michigan reasonably acceptable to the Township in an amount sufficient to cover the cost to complete construction of the Entire Shelter and landscaping on the Property and the utility conduits for the Premises. This provision requires New Cingular approval or further negotiation. this is really part of the Verizon lease so we should probably delete it in ours. The paragraph was changed so that the bond amount is only for AT&T's construction.
5. There are notations in Section 6 that the maintenance of landscaping needs to be resolved. Once there is a resolution, Section 6 will need to be modified to reflect how these responsibilities will be handled. I believe you and I agreed that all carriers will be jointly responsible for this. Landscaping is not an issue with AT&T.
7. With respect to Section 14 (tower compliance), Landlord has deleted the language giving New Cingular the right to cure Landlord's default. There is a comment in Section 14 about "too many cooks." The deletion of that language is problematic. I have reinserted the language but clarified that New Cingular will not cure Landlord's default if another carrier has commenced to cure Landlord's default. There may be a situation in which there are no other carriers, or no other carrier chooses to cure Landlord's default. In those situation, New Cingular needs to be able to bring the tower into compliance. This doesn't seem unreasonable. I left the language in with some changes.
11. The Agreement provides that the portion of the shelter being leased by New Cingular will be designated "Leased Building Space" on Exhibit C. The "Lease Exhibit" attached to this message does not include that designation. We will change the drawings to title it ATT/Leased Building Space. Please provide an updated Exhibit C showing AT&T's Leased space.
12. The communications equipment, antennas and appurtenances to be installed by New Cingular are to be described in Exhibit B. However, Exhibit B has the following language: "All of the antennas, cabling, conduit and related fixtures and equipment within the Leased Building Space, the Property and on the Tower, which Leased Building Space and Tower are shown on attached Exhibit "C", made a part hereof." Neither Exhibit B nor Exhibit C describe the antennas, cabling, conduit and related fixtures and equipment to be installed by New Cingular. We will insert the full set of drawings as exhibit C. Please provide us with the drawings.

If you have any questions, please let me know. I will ask that this matter be included in the Monday Board Packet.

Regards,

Frank J. Mancuso, Jr.
Mancuso & Cameron, P.C.
722 E. Grand River Ave.
Brighton, MI 48116

Howell Area Parks & Recreation Authority
Annual Appeal to Marion and Genoa Township
January 2, 2013

As the Howell Area Parks & Recreation Authority begins our strategic and master planning for the next five years, we are approaching the trustees of Genoa Township and Marion Township to consider becoming full members at the \$100,000 level of the Howell Area Parks & Recreation Authority. This request comes to you as budgets for the Authority and for each of the townships are being developed for the new fiscal year. It also gives us the opportunity as we begin our planning for spring and summer programs to keep your intentions in mind, thereby giving your residents full access to our programs and services at the lowest fees possible.

At the heart of Livingston County, the Howell area continues to grow...with over 3,200 new residents in Marion Township between the 2000 and 2010 census and close to 3,900 new residents in Genoa Township. Those that move here are all looking for quality of life and a unique place to reside that celebrates and promotes a sense of place. Without doubt, we believe that parks and recreation opportunities are an essential component of a strong, vibrant and dynamic community.

Quality parks, recreational facilities and enrichment activities strengthen community pride and sense of place, promote health and wellness, contribute to a healthy economy and preserve natural and cultural resources. Residents in this community have long valued neighborhood and community parks as special natural places where they can relax, walk, meditate, and enjoy family time. Through diverse and innovative programming, and broad partnerships, the Howell Area Parks & Recreation Authority plays an important role in creating a healthy and active community. Below are just a few of the reasons why recreational programs and quality parks are essential to our sense of place and community enhancement:

Recreational programs provide organized, structured, enjoyable activities for all ages. The diverse range of recreational programs offered by the Howell Area Parks & Recreation Authority offers everyone the opportunity to develop the skills necessary to successfully and confidently engage in sports, dance, the arts and other social activities. Public recreation leagues and classes offer seniors, adults and children alike the opportunity to interact with coaches and teachers who often turn into mentors and role models. Quality recreational programs facilitate safety, good sportsmanship and community participation.

Public Parks (i.e. Howell City Park, Genoa and Oceola Township Athletic Fields, and Marion Township Disc Golf Course) provide thousands of residents in our community with the opportunity to be physically active. Physical activity is an essential part of an individual's efforts to stay healthy, fight obesity and prevent chronic conditions. Having close-to-home access to places where one can recreate is one of the most important factors linking whether people will become active and stay that way.

Parks have true economic benefits. Proximity to a developed regional or community park improves property value. The economic benefits of parks and recreation areas are diverse, but one of the most significant is the increase in value of private land adjacent or near protected public land. The proximity of parks to residential areas leads to increased value of private land, a higher tax base and many economic benefits to a community including increased local and regional revenue from heritage tourism, steady jobs, and numerous small business benefits. Park and recreation areas are economic engines that improve the quality of life and make communities livable and desirable for business and homeowners.

Parks and Recreation facilitate social interactions that are critical to maintaining community cohesion and pride. Parks and recreation facilities provide meeting places where community members can develop social ties, and where healthy behavior is modeled and admired. People gather to share experiences, socialize and to build community bonds. These public areas are often the glue that holds the community together and the means to maintaining and improving future positive social interactions.

Leisure activities improve moods, reduce stress and obesity, and enhance a sense of wellness. In an increasingly complex world, more and more people are placing a high value on achieving the feelings of relaxation and peacefulness that contact with nature, recreation and exposure to natural open spaces bring. People go to the park and to recreation facilities to change or uplift their mood, to reinvigorate themselves and to decrease the anxieties of daily life.

Community recreation services provide a refuge of safety for at-risk youth. Many parents are rightfully concerned with the dangers of unstructured “hanging-out” or unsupervised after-school activities. Community recreation programs provide children with a safe refuge and a place to play, which are important in reducing at-risk behavior such as drug use and gang involvement. Recreational programs led by trained leaders offer children healthy role models and give valuable life lessons to help steer youth to a future of promise and opportunity for success.

In 2006, four municipalities (the City of Howell, Oceola, Marion and Genoa Townships) joined forces and created 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 and we have re-defined ourselves as a creative, credible and collaborative organization. Now, almost 5 years later, our budget has grown from \$750,000 to over \$1 million, our financials reflect a healthy fund balance, volunteerism is strong, programming is unique and creative, and we continue to document close to 67,000 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.

As you are aware, our operating budget is supported not only by participation fees but by contributions that are provided by four municipalities. Since the creation of the Authority, the

City of Howell and Oceola Township have contributed \$100,000 annually to the overall operations, while this last year showed Genoa and Marion Township each contributing \$62,790.

Three immediate benefits to the residents of Marion and Genoa Township would be realized with full membership in the Howell Area Parks & Recreation Authority:

- All residents would be allowed two (2) free annual passes to Howell City Park and Thompson Lake Boat Launch during the summer season (currently \$40/sticker).
- Once the contribution rates for all municipalities are equalized to \$100,000 then all residents of participating municipalities will be charged the same program fees. We would revert to a two-tier participation fee schedule for most programs: residents and non-residents. Participation fees would be 50% lower than non-resident participation fees (this benefit would begin with the Spring 2013 programs). Once all municipalities are contributing \$100,000 then all contributions would be increased yearly by the Consumer Price Index (CPI). We would NOT need to revise our Articles of Incorporation, as Article XIII, Section A already speaks to how we would move forward if all municipalities came in as full members.
- We believe that participation in all of our programs and services will grow significantly by those living in Genoa and Marion Townships when lower fees are put into place so that they can take part in active and healthy lifestyles. Overall participation numbers for each municipality for 2011 and boat launch patronage for 2010 were:
City of Howell: 14,346
Oceola Township: 6,810
Genoa Township: 2,861
Marion Township: 3,447
Non-residents: 7,093
Drop-in, Free, Aquatic Center, and unknown residency programs: 32,922
Boat Launch Patronage for 2010: approximately 10,000 (last time counted)

We sincerely hope that you will consider our request to join the City of Howell and Oceola Township as full members in the Howell Area Parks & Recreation Authority. The additional annual fee is negligent, compared to the overall benefits and quality of life experiences that will be provided and available to your residents.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

ARTICLE I

NAME AND OFFICE

The name of the Authority shall be and is the "Howell Area Parks and Recreation Authority", hereinafter referred to as the "Authority". The principal office of the Authority shall be located at 925 W. Grand River Avenue, Howell, Michigan or at such other location as may be designated by the Board of the Authority.

ARTICLE II

DEFINITIONS

The terms "authority," "board," "participating municipality," "park," "recreational purposes," "swimming pool," "and territory of the Authority" as used in these Articles of Incorporation shall be as now or hereafter defined in Section 1 of Michigan Public Act 321 of 2000, as amended ("Act 321"), that being MCL 123.1133, *et seq.* Other terms shall have such meaning as may be specified in the various provisions of these Articles of Incorporation.

ARTICLE III

PARTICIPATING MUNICIPALITIES AND TERRITORY

The participating and creating municipalities of the Authority are the City of Howell, portions of Genoa Township containing precinct 1, 2, 3, 5, 9, 10, Township of Marion and the precincts of the Township of Oceola which are contained in the Howell Public School District, in the County of Livingston, Michigan, all of which are hereby designated and referred to in these Articles as the "participating municipalities." The "territory of the Authority" shall be all of the combined territory of the participating municipalities as stated in this paragraph.

ARTICLE IV

PURPOSE

The purpose of the Authority shall be to construct, operate, maintain and/or improve recreational facilities, including, but not limited to, parks, swimming pools, recreation centers, auditoriums and any other facilities authorized by Section 5 of Act 321, to acquire land for recreation purposes authorized by Section 5 of Act 321, and to provide recreational services as authorized by Act 321.

ARTICLE V

POWERS

The Authority shall be a body corporate with power to sue or be sued in any court in the State of Michigan. Its jurisdiction shall include all of the total territory embraced within the described boundaries of its participating municipalities, as defined in Article III of these Articles, as now constituted or hereafter changed through annexation, detachment, consolidation or change of municipal identity.

The Authority shall possess all of the powers specified in Act 321 and all other laws of the State of Michigan and all the powers necessary to carry out the purposes thereof and those powers incidental thereto. It may acquire property by purchase, lease, grant, gift, devise, land contract or installment purchase contract, either within or outside its corporate limits, and may hold, manage,

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

control, sell (if the assets are owned by the authority), exchange or lease owned property for a system of parks and public recreational facilities including, but not limited to, related buildings, structures, sports fields, apparatus, equipment, pathways, waterways, athletic courts and pools used in connection with the operation of a parks and recreation program. It may acquire, by purchase, lease or otherwise, and succeed to any or all of the rights, obligations and property of the cities or townships, or any parts thereof, toward lands and structures within the territorial limits of the Authority comprising parks and recreational facilities. Upon approval of these Articles of Incorporation, no approval of the electors shall be necessary for the Authority to acquire and/or manage parks and facilities located within or outside the Authority. The Authority may sell or lease owned lands and facilities within or outside the Authority's boundaries. The Authority may exercise all powers in the management and control of Authority property, including the extent of use by persons residing outside the boundaries of the Authority, and in the administration of the Authority, whether such powers are expressly enumerated or not.

ARTICLE VI

TERM

The Authority shall continue in existence perpetually or until dissolved by the majority vote of each of the then participating municipalities. A participating municipality shall not withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Authority shall commence on the first day of July in each year and shall end on the last day of June of the subsequent year.

ARTICLE VIII

GOVERNING BOARD

The Authority shall be directed and governed by an odd number Board of Trustees, known as the "Howell Area Parks and Recreation Authority Board" and hereinafter sometimes referred to as the "Board," which shall be made up of one member selected by the governing body of each participating municipality, each of whom shall be an elected official of said participating municipality or the township or city which shall encompass said participating municipality if that participating municipality is a district; and a member selected by the Howell Public Schools Board of Education who shall reside within the Authority's jurisdictional boundaries. The Recreation Authority Board will appoint one resident who shall reside within the Authority's jurisdictional boundaries to the Board, if needed, to meet the required odd number of members. An individual appointed by the Recreation Authority Board under this provision shall not reside in the same municipality as the individual selected by the Howell Public Schools Board of Education. This appointed member shall serve a term of not more than two (2) years and shall be eligible for reappointment. This appointed member shall not be an elected official of any participating municipality. Each member of the Board shall qualify by taking the constitutional oath of office and filing it with the clerk of his or her respective participating municipality, or in the case of the member selected by the Howell Public Schools Board of Education with the Secretary of the Howell Public Schools Board of Education, or in the case of the member selected by the Board, with the Secretary of the Board.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

The Recreation Authority Board, the governing body of each participating municipality, and the Howell Public Schools Board of Education may appoint an alternate member who shall attend meetings and vote and otherwise act at such meetings in the absence of the member appointed by such governing body. Alternate members must meet the requirements as set forth in this Article VIII.

The Authority shall not employ members of the Board, or members of their immediate families, in any position other than one which is voluntary and unpaid. Each year in July, the board shall elect officers at an organizational meeting including: Chairman, Vice Chairman, Secretary, and Treasurer. Officers shall serve until the organizational meeting of the following year or until their respective successors shall be selected and qualified. No selection to the Authority and no selection of an officer shall be deemed to be invalid because it was not made with or at the time specified in these Articles. Any Board member may be removed at any time for cause or without cause by action of the governing body that selected such member.

ARTICLE IX

COMPENSATION

Pursuant to the requirements of Act 321, members of the Authority Board shall not be compensated for their service by the Authority. Each member of the Board shall, however, be entitled to reimbursement for all expenditures made by him or her in carrying out official duties as may be approved by the Board and to the extent authorized by the budget for the Authority for each fiscal year.

ARTICLE X

VACANCY

In the event of a vacancy on the Board, the governing body selecting such representative shall fill the vacancy as expeditiously as possible.

ARTICLE XI

MEETINGS

Meetings of the Authority shall be held as required and at least quarterly at such time and place as shall be prescribed by resolution of the Board. Each member of the Board shall have one vote. Special meetings of the Board may be called by the Chairperson, or any two (2) members thereof, by written notice to the time, place and purposes thereof, upon each member of the Board, personally, or by leaving it at his or her place of residence at least twenty-four (24) hours prior to the time of such meeting, or by depositing the same in the U.S. Post Office or mail box within the limits of the Authority, at least seventy-two (72) hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to such member at his or her home address or office address, whichever shall have been designated by the member, with postage fully prepaid. If a member has not designated a mailing address for Board purposes, notice must be mailed to both the member's home and office addresses. Any meeting of the Board shall be held, and any notice therefore shall be given, in accordance with the provisions of Act 267, Public Acts of Michigan, 1976, as amended. (Open Meetings Act.) Any member may waive notice of any special meeting either before or after the holding thereof. At least a majority of the voting members of the Board shall be required for a quorum. The Board shall act by motion or resolution. A vote of the majority of the members of the Board who are present at any meeting, at which a quorum is

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

present, shall be sufficient for passage of any motion or resolution. However, notwithstanding anything herein to the contrary, any vote regarding the annual budget, capital expenditures, projected revenues, projected expenditures, budget and budget amendments, shall only be voted upon by a vote of the majority of the members of the Board, and not the majority which would otherwise constitute a quorum.

The Board shall have the right to adopt rules governing its procedures, which are not in conflict with the terms of any statute of the State of Michigan or of these Articles of Incorporation. The Board shall keep a record of its proceedings, which record shall be signed by the Secretary and open to the public. All votes shall be "Yes," "No" or "Abstain," provided where the vote is unanimous, it shall only be necessary to so state.

ARTICLE XII

DUTIES OF BOARD AND OFFICERS

The Chairperson of the Board shall be the presiding officer thereof, and shall be permitted, with the consent of the Board, to appoint committees of the Board as necessary. Except as herein otherwise provided, the Chairperson and Board Members shall not have any executive or administrative functions other than as a member of the Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. The Treasurer shall be the custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or her office. All money shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal there from shall follow the approved financial policies as accepted by the Board of Trustees. All authorized signatories shall give a bond conditioned upon the faithful performance of the prescribed duties. The Authority shall pay the cost of the bonds.

ARTICLE XIII

REVENUE SOURCES, BUDGETING, AND FINANCING THE AUTHORITY

Revenue Sources

The Authority shall have the power to assess and collect fees, rents, tolls, excises, and service charges; to borrow money and issue revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended; to borrow money and issue bonds on the credit of the Authority a sum not to exceed 2 mills of the taxable value of the taxable property within the territory of the Authority for the purpose of acquiring, owning, purchasing, constructing, maintaining or operating a system of parks and recreational facilities or any combination thereof; and to appropriate money annually for Authority purposes and to lay and collect taxes for Authority purposes in a sum not to exceed one (1) mill provided that it is approved in each participating municipality by a vote of the electorate, as provided in Act 321, and to raise revenue by any other levy or bond issuance authorized by Act 321. The term of any bond, note, land contract, installment purchase contract or other borrowed money shall not extend beyond the last day of the fiscal year of a property tax authorized under Article XIII.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

Financing the Authority

A. **Financial Contribution From Each Participating Municipality Until Millage Election**

Beginning in FY07/08, the participating municipalities may choose from two different funding levels of either \$100,000 or \$57,980 year. Starting in FY 08/09 the lower contribution rate will rise by the Consumer Price Index for the proceeding year. The \$100,000 level shall remain the same until the lower tier equals \$100,000 level then all contributions under this formula will rise by the Consumer Price Index for the proceeding year. Residents of municipalities who choose to participate at \$100,000 level will be entitled to the lowest program fee structure. Residents of municipalities who choose to fund at the \$57,980 level will generally be assessed a premium program fee equaling the percentage difference between the \$100,000 level and the lower level for service. Once the contribution rates are equalized to \$100,000 then all residents of participating municipalities will be charged the same program fees. Any resident of a nonparticipating municipality will be generally charged two times the normal program fee. Annual financial contributions shall be made quarterly to the Authority.

It is the intent of the participating municipalities and these Articles that the question of a property tax levy as authorized by Section 11 of Act 321 will be put to the electorate with the earliest date of 2010 or at such subsequent time as the board shall determine. In the event said levy shall be approved, the funding mechanism in subsection B will replace the funding mechanism in this subsection. In the event that the levy is not approved by the voters, or any future renewal of such levy is not approved by the voters, it is the intent of these Articles, without further action being required, that the Authority will dissolve, and said dissolution will be conducted in accordance with Article XV of these Articles, unless two-thirds (2/3rds) of the participating municipalities shall, by resolution of their governing bodies within 90 days of the failure of the millage question, determine that the Authority should continue. In the event that two-thirds of the participating municipalities resolve to continue the Authority, all participating members not so resolving will put the question to their governing bodies and resolve to either continue the Authority or withdraw from the Authority. Any withdrawal shall be conducted in accordance with Article XIV of these Articles. In the event two-thirds, or more, participating members shall elect to continue the Authority following the failure of a millage question, the funding pattern set forth in the first paragraph of this section shall be followed unless and until the remaining participating municipalities amend these Articles to state a new funding mechanism and/or formula.

B. **Property Tax Levy**

As an alternative to the financial contribution formula in subsection A of this section, the Authority may levy a tax on all taxable property within the territory of the Authority as authorized by Section 11 of Act 321. For so long as the Authority is funded by a levy as authorized by Section 11 of Act 321, the imposition of such a levy shall preclude the Board and/or Authority from requiring any further financial contributions from each participating municipality. Nothing in this paragraph shall be construed as preventing a participating municipality, by action of its governing body, from providing additional contributions to the Authority, for either general or a specific use.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

C. Rollover Funding During Initial Operations

In addition to the above sources, the Authority may, during its first year of operations and additionally until the approval of the Property Tax Levy envisioned by this Article, be funded in part or whole via allocation of funds already designated for recreational activities by the participating municipalities. Any funds allocated directly from any participating municipality under this paragraph shall be credited toward that participating municipality's share under any budgetary computations under paragraph A for the first year or part thereof of operations of the Authority. Prior to commencement of the Property Tax Levy, the Authority Board shall make arrangements for the management and accounting of the Authority's finances by contract or through internal accounting by one of the participating municipalities.

Budgeting

D. Budget Process During Periods Not Funded by Property Tax Levy

For so long as the Authority is not financed by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these articles, the mandates of this paragraph shall apply to the Authority's budgeting process. The Board shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning July 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure submission of the adopted tentative budget to the participating municipalities no later than March 1 of each year. The proposed budget shall provide for contributions from the member municipalities which are not greater than those which would be arrived at using the formula utilized in subparagraph A of this Article. After the approval of the proposed budget by the governing bodies of a two-thirds majority of the participating municipalities, the Board shall give final approval to the Authority budget for the next fiscal year. The budget may be amended from time to time upon approval by the governing bodies of a two-thirds majority of the participating municipalities. As used herein, the Howell School Board shall not be considered a participating municipality, nor shall its approval be required at any stage of the budget process.

E. Budget Process During Periods Funded by Property Tax Levy

During any period in which the Authority is financed by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these Articles, the mandates of this paragraph shall apply to the Authority's budgeting process, and shall supercede the mandates of paragraph (D) of this Article. The Board shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning July 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure that said budget is approved prior to July 1 of the year it is to commence. The Board's approval by majority vote shall be the final approval required for the budget. The budget may be amended from time to time upon approval of a majority of the Board. Nothing in this subsection shall be construed to require a participating municipality to fund the Authority with any general fund monies without the approval of said funding by that participating municipality's governing body, which shall retain the discretion to approve or deny general fund monies to the Authority during the time periods to which this subsection applies. During any period in which the Authority shall cease to be funded by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these Articles, the budget procedure

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

followed shall be that found in Paragraph (D) of this Article, which shall supercede this Paragraph during all such times.

F. Accounting and Budgeting Practices

The accounting and budgeting practices of the Authority shall conform with standard accounting practices, the Uniform Budgeting and Accounting Act, Act 2, Public Acts of Michigan, 1968, as amended, and all other applicable provisions of law.

ARTICLE XIV.

PARTICIPATING MUNICIPALITY WITHDRAWAL

A participating municipality shall not withdraw from the Authority during the period that a tax is authorized to be levied by the electors of the Authority.

A participating municipality may withdraw from the Authority, subject to the limitation in the first paragraph of this Article, by resolution of the participating municipality's legislative body approving the withdrawal, a certified copy of the resolution shall be provided to the Board at least twelve (12) months prior to the beginning of a new fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. Notwithstanding these requirements, any withdrawal occurring pursuant to subsection A of Article XIII shall be deemed to be effective on the last day of the fiscal year, with the only notice requirement being the Authority's receipt of a resolution of withdrawal enacted by the withdrawing member's governing body on or before 90 days prior to the last day of the fiscal year.

A participating municipality that withdraws from the Authority shall remain liable for a proportion of the debts and liabilities of the Authority incurred while the participating municipality was a part of the Authority. The proportion of the Authority's debts for which a participating municipality remains liable as a result of this withdrawal from the Authority shall be determined by dividing the state equalized value of the real property in the participating municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a result of the participating municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

ARTICLE XV

DISSOLUTION OF AUTHORITY

The Authority may be dissolved by the concurring resolution of the governing body of each participating municipality of the Authority at the time of such dissolution, or by operation of subsection A of Article XIII following failure of a millage and subsequent failure of the governing bodies of at least two-thirds of the participating members to resolve to continue the Authority. Prior to dissolution of the Authority any outstanding indebtedness of the Authority, including any bonds issued under Section 21 and/or Section 23 of Act 321 shall be paid. Any

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

assets of the Authority remaining after the payment of any such outstanding indebtedness shall be distributed to the participating municipalities of the Authority at the time of the dissolution based upon each participating municipality's most recent financial contribution to the Authority. Any land, buildings, and/or facilities that were contributed to the Authority by a participating municipality and is maintained, owned, or operated by the Authority shall revert back to the originating municipality. Any land purchased by the authority or donated shall be sold and the proceeds distributed according to the 1) the formula in Article XIII, paragraph A, if the participating municipalities, at the time of dissolution, are directly funding the Authority's budget or 2) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the dissolution. In all instances, the participating municipality in which said real estate is located shall be given the right of first refusal on the purchase of said real estate. In the event of a dissolution following a period of property tax levy by the Authority, any funds obtained via levy, and/or property purchased by such funds, which are subsequently distributed to the participating municipalities pursuant to this Article shall be assigned by the participating municipalities to public purposes consistent with the purposes approved by the electorate for the original levy.

Notwithstanding the above paragraph, in the event that, at the time of dissolution, the Authority is in possession of lands acquired with, or developed with, in whole or in part, grant funds from the Michigan Natural Resources Trust Fund (hereinafter the "MNRTF"), or the Land and Water Conservation Fund (hereinafter the "LWCF"), the following procedure shall control the disposition of said lands. All lands purchased or developed with MNRTF or LWCF funds, in whole or in part, must be maintained as public outdoor recreation land in perpetuity, unless said lands are replaced with land of equivalent fair market value and recreational usefulness, unless said lands, instead of being purchased, are leased for the purpose of developing public outdoor recreation facilities for a period of at least twenty (20) years when assistance is from MNRTF funds or at least twenty-five (25) years when assistance is from LWCF funds. Accordingly, to comply with MNRTF and LWCF mandates in the event of dissolution, the participating municipality in which the lands acquired or developed with MNRTF or LWCF funds are located shall assume title and control of said lands, and shall be required to maintain said lands as public outdoor recreation land in perpetuity, or until the expiration of any lease of the lands from any party to the Authority or its successors whose original period was twenty (20) years or longer, whichever is greater, unless said lands are replaced with land of equivalent fair market value and recreational usefulness. All long-term obligations for the maintenance of public recreation land established by any other recreation grant program that may be offered by the Michigan Department of Natural Resources in the future shall similarly be followed should the Authority receive grant assistance from said future grant program. Said lands shall be transferred to the participating municipality in which the lands are located, and said transfer shall not be credited, set-off, or computed against any other allocation under this Article's dissolution procedure, nor shall any credit, computation, or set-off be made in recognition of any maintenance costs associated with said lands.

ARTICLE XVI

EMPLOYEES

The Board may employ such personnel and employees as it may consider desirable and may retain from time to time the services of attorneys, accountants, and other consultants, as the Board considers necessary to carry out the purpose of the Authority.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

The Board shall appoint a Director of Parks and Recreation of the Authority who shall be the chief administrative employee of the Authority, and who shall, as determined by the Board, have sufficient qualifications and experience necessary to serve as the chief administrative officer of the Authority. The Director shall administer the activities conducted and services provided by the

Authority on a daily basis as may be more fully determined by the Board. The Director will serve at the pleasure of the Board.

ARTICLE XVII

AUDIT

The Board shall procure an annual audit, consistent with the requirements of Section 27 of Act 321, to be made of the books, records and financial transactions of the Authority by a certified public accountant. Three copies of the audit report prepared by the certified public accountant shall be furnished to each participating municipality. The books and records of the Authority shall be open for inspection by any participating municipality at all reasonable times.

ARTICLE XVIII

STATE, FEDERAL AND PRIVATE GRANTS

The Authority shall have the power to apply for and accept grants, loans or contributions from the United States of America or any agency or instrumentality thereof, the State of Michigan or other public or private agencies; and to do any and all requirements necessary or desirable to secure such financial or other aid or cooperation in carrying out any of the purposes of Act 321. In the event that any grant, loan or contribution shall require a long term obligation as to the use, maintenance, or operation of a specific piece of property, the approval of the governing body of the participating municipality in which such property is located shall be required prior to the acceptance of the grant, loan, or contribution by the Authority.

ARTICLE XIX

INVESTMENT

The Treasurer of the Authority when authorized by a resolution of the Board may invest general funds of the Authority. The board must approve the treasurer's investment policy. Such investment by the Treasurer shall be made in compliance with the laws of the State of Michigan.

ARTICLE XX

EXEMPTION FROM TAXATION

The property of the Authority shall be exempt from all taxation and assessments and no writ of attachment or writ of execution shall be levied upon the property of the Authority.

ARTICLE XXI

PUBLICATION

These Articles of Incorporation shall be published not less than once in a newspaper generally circulated within the participating municipalities, before they are adopted. The adoption of these Articles of Incorporation by a participating municipality shall be evidenced by an endorsement on these Articles by the clerk of such participating municipality. Upon adoption of these Articles of

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

Incorporation by each of these participating municipalities, a printed copy thereof shall be filed with the Secretary of State.

ARTICLE XXII

EFFECTIVE DATE

The Authority shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as provided in the preceding Article.

ARTICLE XXIII

AMENDMENTS

These Articles of Incorporation may be amended at any time so as to permit any county, city, village or township to become a participating municipality of the Authority, if such amendment to the Articles of Incorporation are adopted by the legislative body of such county, city, village or township proposing to become a member, and if such amendment is adopted by the legislative body of each participating municipality of which the Authority is composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the legislative body of each participating municipality of which the Authority is composed. This requirement shall apply to all amendments to the articles, including those which would otherwise be exempted by paragraph (4) of Section 5 of Act 321. Any such amendment shall be published, endorsed, and certified and printed copies thereof filed in the same manner as the original Articles of Incorporation.

ARTICLE XXIV

REVERSION OF LEASES OF EXISTING PARK LAND

In the event that any land leased to the Authority shall, during the Authority's stewardship and lease of said lands, be improved or developed, in whole or in part, with the assistance of Michigan Natural Resources Trust Fund ("MNRTF") and/or Land and Water Conservation Fund ("LWCF") monies, the Authority shall, throughout the Authority's stewardship and lease of the lands, be responsible for maintaining said lands in accordance with all grant requirements attendant to funding under the MNRTF and/or LWCF requirements. In the event of the dissolution of the Authority, or any other termination of the Authority's lease for any reason, the participating municipality which holds title to the lands shall maintain said lands in accordance with all grant requirements attendant to funding under the MNRTF and/or LWCF requirements, in perpetuity for those obligations occurring pursuant to LWCF requirements, and for the entire period of the grant or original lease of the property, whichever is longer, for those obligations occurring under the MNRTF. The requirements of this paragraph shall not be utilized in any way in determining any calculations, credits, or set-offs in regards to any dissolution arrangements under Article XV of these Articles.

ARTICLE XXV

MISCELLANEOUS

These Articles of Incorporation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The captions in these Articles of Incorporation are for convenience only and shall not be considered as part of these Articles of Incorporation or in any way limiting or amplifying the terms and provisions hereof.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

These Articles have been adopted by the governing bodies of the: City of Howell, the Township of Genoa, the Township of Marion and the Township of Oceola, as set forth in the following endorsements, and in witness whereof the Mayor and City Clerk of the City of Howell, Supervisor and Township Clerk of the Township of Genoa, Supervisor and Township Clerk of the Township of Marion and Supervisor and Township Clerk of the Township of Oceola, have endorsed thereon the statement of such adoption.

Mayor, City of Howell

Clerk, City of Howell

The foregoing Articles of Incorporation were adopted by the City Council of the City of Howell, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2008.

Supervisor, Township of Genoa

Clerk, Township of Genoa

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Genoa, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2008.

Supervisor, Township of Marion

Clerk, Township of Marion

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Marion, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2008.

Supervisor, Township of Oceola

Clerk, Township of Oceola

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Oceola, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2009.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

ARTICLE I

NAME AND OFFICE

The name of the Authority shall be and is the "Howell Area Parks and Recreation Authority", hereinafter referred to as the "Authority". The principal office of the Authority shall be located at 925 W. Grand River Avenue, Howell, Michigan or at such other location as may be designated by the Board of the Authority.

ARTICLE II

DEFINITIONS

The terms "authority," "board," "participating municipality," "park," "recreational purposes," "swimming pool," "and territory of the Authority" as used in these Articles of Incorporation shall be as now or hereafter defined in Section I of Michigan Public Act 321 of 2000, as amended ("Act 321"), that being MCL 123.1133, *et seq.* Other terms shall have such meaning as may be specified in the various provisions of these Articles of Incorporation.

ARTICLE III

PARTICIPATING MUNICIPALITIES AND TERRITORY

The participating and creating municipalities of the Authority are the City of Howell, portions of Genoa Township containing precinct 1, 2, 3, 5, 9, 10, Township of Marion and the precincts of the Township of Oceola which are contained in the Howell Public School District, in the County of Livingston, Michigan, all of which are hereby designated and referred to in these Articles as the "participating municipalities." The "territory of the Authority" shall be all of the combined territory of the participating municipalities as stated in this paragraph.

ARTICLE IV

PURPOSE

The purpose of the Authority shall be to construct, operate, maintain and/or improve recreational facilities, including, but not limited to, parks, swimming pools, recreation centers, auditoriums and any other facilities authorized by Section 5 of Act 321, to acquire land for recreation purposes authorized by Section 5 of Act 321, and to provide recreational services as authorized by Act 321.

ARTICLE V

POWERS

The Authority shall be a body corporate with power to sue or be sued in any court in the State of Michigan. Its jurisdiction shall include all of the total territory embraced within the described boundaries of its participating municipalities, as defined in Article III of these Articles, as now constituted or hereafter changed through annexation, detachment, consolidation or change of municipal identity.

The Authority shall possess all of the powers specified in Act 321 and all other laws of the State of Michigan and all the powers necessary to carry out the purposes thereof and those powers incidental thereto. It may acquire property by purchase, lease, grant, gift, devise, land contract or installment purchase contract, either within or outside its corporate limits, and may hold, manage,

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

control, sell (if the assets are owned by the authority), exchange or lease owned property for a system of parks and public recreational facilities including, but not limited to, related buildings, structures, sports fields, apparatus, equipment, pathways, waterways, athletic courts and pools used in connection with the operation of a parks and recreation program. It may acquire, by purchase, lease or otherwise, and succeed to any or all of the rights, obligations and property of the cities or townships, or any parts thereof, toward lands and structures within the territorial limits of the Authority comprising parks and recreational facilities. Upon approval of these Articles of Incorporation, no approval of the electors shall be necessary for the Authority to acquire and/or manage parks and facilities located within or outside the Authority. The Authority may sell or lease owned lands and facilities within or outside the Authority's boundaries. The Authority may exercise all powers in the management and control of Authority property, including the extent of use by persons residing outside the boundaries of the Authority, and in the administration of the Authority, whether such powers are expressly enumerated or not.

ARTICLE VI

TERM

The Authority shall continue in existence perpetually or until dissolved by the majority vote of each of the then participating municipalities. A participating municipality shall not withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Authority shall commence on the first day of July in each year and shall end on the last day of June of the subsequent year.

ARTICLE VIII

GOVERNING BOARD

The Authority shall be directed and governed by an odd number Board of Trustees, known as the "Howell Area Parks and Recreation Authority Board" and hereinafter sometimes referred to as the "Board," which shall be made up of one member selected by the governing body of each participating municipality, each of whom shall be an elected official of said participating municipality or the township or city which shall encompass said participating municipality if that participating municipality is a district; and a member selected by the Howell Public Schools Board of Education who shall reside within the Authority's jurisdictional boundaries. The Recreation Authority Board will appoint one resident who shall reside within the Authority's jurisdictional boundaries to the Board, if needed, to meet the required odd number of members. An individual appointed by the Recreation Authority Board under this provision shall not reside in the same municipality as the individual selected by the Howell Public Schools Board of Education. This appointed member shall serve a term of not more than two (2) years and shall be eligible for reappointment. This appointed member shall not be an elected official of any participating municipality. Each member of the Board shall qualify by taking the constitutional oath of office and filing it with the clerk of his or her respective participating municipality, or in the case of the member selected by the Howell Public Schools Board of Education with the Secretary of the Howell Public Schools Board of Education, or in the case of the member selected by the Board, with the Secretary of the Board.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

The Recreation Authority Board, the governing body of each participating municipality, and the Howell Public Schools Board of Education may appoint an alternate member who shall attend meetings and vote and otherwise act at such meetings in the absence of the member appointed by such governing body. Alternate members must meet the requirements as set forth in this Article VIII.

The Authority shall not employ members of the Board, or members of their immediate families, in any position other than one which is voluntary and unpaid. Each year in July, the board shall elect officers at an organizational meeting including: Chairman, Vice Chairman, Secretary, and Treasurer. Officers shall serve until the organizational meeting of the following year or until their respective successors shall be selected and qualified. No selection to the Authority and no selection of an officer shall be deemed to be invalid because it was not made with or at the time specified in these Articles. Any Board member may be removed at any time for cause or without cause by action of the governing body that selected such member.

ARTICLE IX

COMPENSATION

Pursuant to the requirements of Act 321, members of the Authority Board shall not be compensated for their service by the Authority. Each member of the Board shall, however, be entitled to reimbursement for all expenditures made by him or her in carrying out official duties as may be approved by the Board and to the extent authorized by the budget for the Authority for each fiscal year.

ARTICLE X

VACANCY

In the event of a vacancy on the Board, the governing body selecting such representative shall fill the vacancy as expeditiously as possible.

ARTICLE XI

MEETINGS

Meetings of the Authority shall be held as required and at least quarterly at such time and place as shall be prescribed by resolution of the Board. Each member of the Board shall have one vote. Special meetings of the Board may be called by the Chairperson, or any two (2) members thereof, by written notice to the time, place and purposes thereof, upon each member of the Board, personally, or by leaving it at his or her place of residence at least twenty-four (24) hours prior to the time of such meeting, or by depositing the same in the U.S. Post Office or mail box within the limits of the Authority, at least seventy-two (72) hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to such member at his or her home address or office address, whichever shall have been designated by the member, with postage fully prepaid. If a member has not designated a mailing address for Board purposes, notice must be mailed to both the member's home and office addresses. Any meeting of the Board shall be held, and any notice therefore shall be given, in accordance with the provisions of Act 267, Public Acts of Michigan, 1976, as amended. (Open Meetings Act.) Any member may waive notice of any special meeting either before or after the holding thereof. At least a majority of the voting members of the Board shall be required for a quorum. The Board shall act by motion or resolution. A vote of the majority of the members of the Board who are present at any meeting, at which a quorum is

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

present, shall be sufficient for passage of any motion or resolution. However, notwithstanding anything herein to the contrary, any vote regarding the annual budget, capital expenditures, projected revenues, projected expenditures, budget and budget amendments, shall only be voted upon by a vote of the majority of the members of the Board, and not the majority which would otherwise constitute a quorum.

The Board shall have the right to adopt rules governing its procedures, which are not in conflict with the terms of any statute of the State of Michigan or of these Articles of Incorporation. The Board shall keep a record of its proceedings, which record shall be signed by the Secretary and open to the public. All votes shall be "Yes," "No" or "Abstain," provided where the vote is unanimous, it shall only be necessary to so state.

ARTICLE XII

DUTIES OF BOARD AND OFFICERS

The Chairperson of the Board shall be the presiding officer thereof, and shall be permitted, with the consent of the Board, to appoint committees of the Board as necessary. Except as herein otherwise provided, the Chairperson and Board Members shall not have any executive or administrative functions other than as a member of the Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. The Treasurer shall be the custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or her office. All money shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal there from shall follow the approved financial policies as accepted by the Board of Trustees. All authorized signatories shall give a bond conditioned upon the faithful performance of the prescribed duties. The Authority shall pay the cost of the bonds.

ARTICLE XIII

REVENUE SOURCES, BUDGETING, AND FINANCING THE AUTHORITY

Revenue Sources

The Authority shall have the power to assess and collect fees, rents, tolls, excises, and service charges; to borrow money and issue revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended; to borrow money and issue bonds on the credit of the Authority a sum not to exceed 2 mills of the taxable value of the taxable property within the territory of the Authority for the purpose of acquiring, owning, purchasing, constructing, maintaining or operating a system of parks and recreational facilities or any combination thereof; and to appropriate money annually for Authority purposes and to lay and collect taxes for Authority purposes in a sum not to exceed one (1) mill provided that it is approved in each participating municipality by a vote of the electorate, as provided in Act 321, and to raise revenue by any other levy or bond issuance authorized by Act 321. The term of any bond, note, land contract, installment purchase contract or other borrowed money shall not extend beyond the last day of the fiscal year of a property tax authorized under Article XIII.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

Financing the Authority

A. **Financial Contribution From Each Participating Municipality Until Millage Election**

Beginning in FY07/08, the participating municipalities may choose from two different funding levels of either \$100,000 or \$57,980 year. Starting in FY 08/09 the lower contribution rate will rise by the Consumer Price Index for the proceeding year. The \$100,000 level shall remain the same until the lower tier equals \$100,000 level then all contributions under this formula will rise by the Consumer Price Index for the proceeding year. Residents of municipalities who choose to participate at \$100,000 level will be entitled to the lowest program fee structure. Residents of municipalities who choose to fund at the \$57,980 level will generally be assessed a premium program fee equaling the percentage difference between the \$100,000 level and the lower level for service. Once the contribution rates are equalized to \$100,000 then all residents of participating municipalities will be charged the same program fees. Any resident of a nonparticipating municipality will be generally charged two times the normal program fee. Annual financial contributions shall be made quarterly to the Authority.

It is the intent of the participating municipalities and these Articles that the question of a property tax levy as authorized by Section 11 of Act 321 will be put to the electorate with the earliest date of 2010 or at such subsequent time as the board shall determine. In the event said levy shall be approved, the funding mechanism in subsection B will replace the funding mechanism in this subsection. In the event that the levy is not approved by the voters, or any future renewal of such levy is not approved by the voters, it is the intent of these Articles, without further action being required, that the Authority will dissolve, and said dissolution will be conducted in accordance with Article XV of these Articles, unless two-thirds (2/3rds) of the participating municipalities shall, by resolution of their governing bodies within 90 days of the failure of the millage question, determine that the Authority should continue. In the event that two-thirds of the participating municipalities resolve to continue the Authority, all participating members not so resolving will put the question to their governing bodies and resolve to either continue the Authority or withdraw from the Authority. Any withdrawal shall be conducted in accordance with Article XIV of these Articles. In the event two-thirds, or more, participating members shall elect to continue the Authority following the failure of a millage question, the funding pattern set forth in the first paragraph of this section shall be followed unless and until the remaining participating municipalities amend these Articles to state a new funding mechanism and/or formula.

B. **Property Tax Levy**

As an alternative to the financial contribution formula in subsection A of this section, the Authority may levy a tax on all taxable property within the territory of the Authority as authorized by Section 11 of Act 321. For so long as the Authority is funded by a levy as authorized by Section 11 of Act 321, the imposition of such a levy shall preclude the Board and/or Authority from requiring any further financial contributions from each participating municipality. Nothing in this paragraph shall be construed as preventing a participating municipality, by action of its governing body, from providing additional contributions to the Authority, for either general or a specific use.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

C. Rollover Funding During Initial Operations

In addition to the above sources, the Authority may, during its first year of operations and additionally until the approval of the Property Tax Levy envisioned by this Article, be funded in part or whole via allocation of funds already designated for recreational activities by the participating municipalities. Any funds allocated directly from any participating municipality under this paragraph shall be credited toward that participating municipality's share under any budgetary computations under paragraph A for the first year or part thereof of operations of the Authority. Prior to commencement of the Property Tax Levy, the Authority Board shall make arrangements for the management and accounting of the Authority's finances by contract or through internal accounting by one of the participating municipalities.

Budgeting

D. Budget Process During Periods Not Funded by Property Tax Levy

For so long as the Authority is not financed by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these articles, the mandates of this paragraph shall apply to the Authority's budgeting process. The Board shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning July 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure submission of the adopted tentative budget to the participating municipalities no later than March 1 of each year. The proposed budget shall provide for contributions from the member municipalities which are not greater than those which would be arrived at using the formula utilized in subparagraph A of this Article. After the approval of the proposed budget by the governing bodies of a two-thirds majority of the participating municipalities, the Board shall give final approval to the Authority budget for the next fiscal year. The budget may be amended from time to time upon approval by the governing bodies of a two-thirds majority of the participating municipalities. As used herein, the Howell School Board shall not be considered a participating municipality, nor shall its approval be required at any stage of the budget process.

E. Budget Process During Periods Funded by Property Tax Levy

During any period in which the Authority is financed by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these Articles, the mandates of this paragraph shall apply to the Authority's budgeting process, and shall supercede the mandates of paragraph (D) of this Article. The Board shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning July 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure that said budget is approved prior to July 1 of the year it is to commence. The Board's approval by majority vote shall be the final approval required for the budget. The budget may be amended from time to time upon approval of a majority of the Board. Nothing in this subsection shall be construed to require a participating municipality to fund the Authority with any general fund monies without the approval of said funding by that participating municipality's governing body, which shall retain the discretion to approve or deny general fund monies to the Authority during the time periods to which this subsection applies. During any period in which the Authority shall cease to be funded by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these Articles, the budget procedure

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

followed shall be that found in Paragraph (D) of this Article, which shall supercede this Paragraph during all such times.

F. Accounting and Budgeting Practices

The accounting and budgeting practices of the Authority shall conform with standard accounting practices, the Uniform Budgeting and Accounting Act, Act 2, Public Acts of Michigan, 1968, as amended, and all other applicable provisions of law.

ARTICLE XIV.

PARTICIPATING MUNICIPALITY WITHDRAWAL

A participating municipality shall not withdraw from the Authority during the period that a tax is authorized to be levied by the electors of the Authority.

A participating municipality may withdraw from the Authority, subject to the limitation in the first paragraph of this Article, by resolution of the participating municipality's legislative body approving the withdrawal, a certified copy of the resolution shall be provided to the Board at least twelve (12) months prior to the beginning of a new fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. Notwithstanding these requirements, any withdrawal occurring pursuant to subsection A of Article XIII shall be deemed to be effective on the last day of the fiscal year, with the only notice requirement being the Authority's receipt of a resolution of withdrawal enacted by the withdrawing member's governing body on or before 90 days prior to the last day of the fiscal year.

A participating municipality that withdraws from the Authority shall remain liable for a proportion of the debts and liabilities of the Authority incurred while the participating municipality was a part of the Authority. The proportion of the Authority's debts for which a participating municipality remains liable as a result of this withdrawal from the Authority shall be determined by dividing the state equalized value of the real property in the participating municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a result of the participating municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

ARTICLE XV

DISSOLUTION OF AUTHORITY

The Authority may be dissolved by the concurring resolution of the governing body of each participating municipality of the Authority at the time of such dissolution, or by operation of subsection A of Article XIII following failure of a millage and subsequent failure of the governing bodies of at least two-thirds of the participating members to resolve to continue the Authority. Prior to dissolution of the Authority any outstanding indebtedness of the Authority, including any bonds issued under Section 21 and/or Section 23 of Act 321 shall be paid. Any

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

assets of the Authority remaining after the payment of any such outstanding indebtedness shall be distributed to the participating municipalities of the Authority at the time of the dissolution based upon each participating municipality's most recent financial contribution to the Authority. Any land, buildings, and/or facilities that were contributed to the Authority by a participating municipality and is maintained, owned, or operated by the Authority shall revert back to the originating municipality. Any land purchased by the authority or donated shall be sold and the proceeds distributed according to the 1) the formula in Article XIII, paragraph A, if the participating municipalities, at the time of dissolution, are directly funding the Authority's budget or 2) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the dissolution. In all instances, the participating municipality in which said real estate is located shall be given the right of first refusal on the purchase of said real estate. In the event of a dissolution following a period of property tax levy by the Authority, any funds obtained via levy, and/or property purchased by such funds, which are subsequently distributed to the participating municipalities pursuant to this Article shall be assigned by the participating municipalities to public purposes consistent with the purposes approved by the electorate for the original levy.

Notwithstanding the above paragraph, in the event that, at the time of dissolution, the Authority is in possession of lands acquired with, or developed with, in whole or in part, grant funds from the Michigan Natural Resources Trust Fund (hereinafter the "MNRTF"), or the Land and Water Conservation Fund (hereinafter the "LWCF"), the following procedure shall control the disposition of said lands. All lands purchased or developed with MNRTF or LWCF funds, in whole or in part, must be maintained as public outdoor recreation land in perpetuity, unless said lands are replaced with land of equivalent fair market value and recreational usefulness, unless said lands, instead of being purchased, are leased for the purpose of developing public outdoor recreation facilities for a period of at least twenty (20) years when assistance is from MNRTF funds or at least twenty-five (25) years when assistance is from LWCF funds. Accordingly, to comply with MNRTF and LWCF mandates in the event of dissolution, the participating municipality in which the lands acquired or developed with MNRTF or LWCF funds are located shall assume title and control of said lands, and shall be required to maintain said lands as public outdoor recreation land in perpetuity, or until the expiration of any lease of the lands from any party to the Authority or its successors whose original period was twenty (20) years or longer, whichever is greater, unless said lands are replaced with land of equivalent fair market value and recreational usefulness. All long-term obligations for the maintenance or public recreation land established by any other recreation grant program that may be offered by the Michigan Department of Natural Resources in the future shall similarly be followed should the Authority receive grant assistance from said future grant program. Said lands shall be transferred to the participating municipality in which the lands are located, and said transfer shall not be credited, set-off, or computed against any other allocation under this Article's dissolution procedure, nor shall any credit, computation, or set-off be made in recognition of any maintenance costs associated with said lands.

ARTICLE XVI

EMPLOYEES

The Board may employ such personnel and employees as it may consider desirable and may retain from time to time the services of attorneys, accountants, and other consultants, as the Board considers necessary to carry out the purpose of the Authority.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

The Board shall appoint a Director of Parks and Recreation of the Authority who shall be the chief administrative employee of the Authority, and who shall, as determined by the Board, have sufficient qualifications and experience necessary to serve as the chief administrative officer of the Authority. The Director shall administer the activities conducted and services provided by the

Authority on a daily basis as may be more fully determined by the Board. The Director will serve at the pleasure of the Board.

ARTICLE XVII

AUDIT

The Board shall procure an annual audit, consistent with the requirements of Section 27 of Act 321, to be made of the books, records and financial transactions of the Authority by a certified public accountant. Three copies of the audit report prepared by the certified public accountant shall be furnished to each participating municipality. The books and records of the Authority shall be open for inspection by any participating municipality at all reasonable times.

ARTICLE XVIII

STATE, FEDERAL AND PRIVATE GRANTS

The Authority shall have the power to apply for and accept grants, loans or contributions from the United States of America or any agency or instrumentality thereof, the State of Michigan or other public or private agencies; and to do any and all requirements necessary or desirable to secure such financial or other aid or cooperation in carrying out any of the purposes of Act 321. In the event that any grant, loan or contribution shall require a long term obligation as to the use, maintenance, or operation of a specific piece of property, the approval of the governing body of the participating municipality in which such property is located shall be required prior to the acceptance of the grant, loan, or contribution by the Authority.

ARTICLE XIX

INVESTMENT

The Treasurer of the Authority when authorized by a resolution of the Board may invest general funds of the Authority. The board must approve the treasurer's investment policy. Such investment by the Treasurer shall be made in compliance with the laws of the State of Michigan.

ARTICLE XX

EXEMPTION FROM TAXATION

The property of the Authority shall be exempt from all taxation and assessments and no writ of attachment or writ of execution shall be levied upon the property of the Authority.

ARTICLE XXI

PUBLICATION

These Articles of Incorporation shall be published not less than once in a newspaper generally circulated within the participating municipalities, before they are adopted. The adoption of these Articles of Incorporation by a participating municipality shall be evidenced by an endorsement on these Articles by the clerk of such participating municipality. Upon adoption of these Articles of

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

Incorporation by each of these participating municipalities, a printed copy thereof shall be filed with the Secretary of State.

ARTICLE XXII

EFFECTIVE DATE

The Authority shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as provided in the preceding Article.

ARTICLE XXIII

AMENDMENTS

These Articles of Incorporation may be amended at any time so as to permit any county, city, village or township to become a participating municipality of the Authority, if such amendment to the Articles of Incorporation are adopted by the legislative body of such county, city, village or township proposing to become a member, and if such amendment is adopted by the legislative body of each participating municipality of which the Authority is composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the legislative body of each participating municipality of which the Authority is composed. This requirement shall apply to all amendments to the articles, including those which would otherwise be exempted by paragraph (4) of Section 5 of Act 321. Any such amendment shall be published, endorsed, and certified and printed copies thereof filed in the same manner as the original Articles of Incorporation.

ARTICLE XXIV

REVERSION OF LEASES OF EXISTING PARK LAND

In the event that any land leased to the Authority shall, during the Authority's stewardship and lease of said lands, be improved or developed, in whole or in part, with the assistance of Michigan Natural Resources Trust Fund ("MNRTF") and/or Land and Water Conservation Fund ("LWCF") monies, the Authority shall, throughout the Authority's stewardship and lease of the lands, be responsible for maintaining said lands in accordance with all grant requirements attendant to funding under the MNRTF and/or LWCF requirements. In the event of the dissolution of the Authority, or any other termination of the Authority's lease for any reason, the participating municipality which holds title to the lands shall maintain said lands in accordance with all grant requirements attendant to funding under the MNRTF and/or LWCF requirements, in perpetuity for those obligations occurring pursuant to LWCF requirements, and for the entire period of the grant or original lease of the property, whichever is longer, for those obligations occurring under the MNRTF. The requirements of this paragraph shall not be utilized in any way in determining any calculations, credits, or set-offs in regards to any dissolution arrangements under Article XV of these Articles.

ARTICLE XXV

MISCELLANEOUS

These Articles of Incorporation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The captions in these Articles of Incorporation are for convenience only and shall not be considered as part of these Articles of Incorporation or in any way limiting or amplifying the terms and provisions hereof.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Second Amended

These Articles have been adopted by the governing bodies of the: City of Howell, the Township of Genoa, the Township of Marion and the Township of Oceola, as set forth in the following endorsements, and in witness whereof the Mayor and City Clerk of the City of Howell, Supervisor and Township Clerk of the Township of Genoa, Supervisor and Township Clerk of the Township of Marion and Supervisor and Township Clerk of the Township of Oceola, have endorsed thereon the statement of such adoption.

Mayor, City of Howell

Clerk, City of Howell

The foregoing Articles of Incorporation were adopted by the City Council of the City of Howell, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2008.

Supervisor, Township of Genoa

Clerk, Township of Genoa

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Genoa, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2008.

Supervisor, Township of Marion

Clerk, Township of Marion

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Marion, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2008.

Supervisor, Township of Oceola

Clerk, Township of Oceola

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Oceola, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2009.



MEMO

TO: Members of the Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: January 3, 2012
RE: Salary Guidelines for Utility Staff

MANAGER REVIEW: _____

.....

Attached for the Board's consideration is an update to the Utility Department Wage Scale. On February 22, 2012, the Board approved the addition of six positions to this scale; those positions were previously held under a contract or were new to the Department. This evening, we are asking for the Board's approval for inclusion of the final two salaried positions that were previously contractual. Once approved, this wage Scale will be used during the upcoming performance and salary review process and on an ongoing basis.

Attachment 1 contains the proposed DPW Hourly Wage Scale broken down by position/title, and each of the minimum, 50th percentile and maximum hourly wages for every position held within the Utility Department. For this year, we are wishing to incorporate two existing positions into the Matrix, the Utility Engineer and Utility Director. These two positions were historically covered by contractual arrangements, but going forward, we would like to capture all utility functions within this salary matrix. The compilation of all positions in the wage scale will allow for equitable salary adjustments during the next performance and salary review period.

The salary ranges for these two job functions was collected and analyzed using several different compensation tools; PayScale's Reporting Wage Tool (a commercially available resource), Michigan Township Association's 2012 compensation survey, and American Society of Civil Engineers Salary Survey Report.

This research was completed to ensure that the proposed wage ranges are in general alignment with similar positions across the region. Research of current market conditions, staffing, and historical information along with industry standards support our recommended rate structure.

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

Moved by _____, supported by _____ to approve the Township Utility Department wage schedule for all Utility Department staff with an effective date of January 7, 2012.

Genoa Township Utility Department Salary Guidelines

POSITION/TITLE	HOURLY START RATES		
	<u>Minimum Starting Hourly Wage</u>	<u>Wage Study - 50th Percentile</u>	<u>Maximum Hourly Wage</u>
SUPPORT SERVICES GROUP			
Utility Director	\$38.00	\$39.66	\$47.00
Utility Engineer	\$33.00	\$34.61	\$42.00
Billing Specialist	\$15.00	\$18.99	\$26.00
Administrative Assistant (Part-Time)	\$11.50	\$14.19	\$18.50
Engineering Technician	\$16.00	\$19.00	\$22.00
Human Resources Manager (Part-Time)	\$20.00	\$21.51	\$28.00
WASTEWATER GROUP			
Deputy Waste Water Treatment & Collection (Salaried/Exempt)	\$28.50	\$33.36	\$35.00
WWTP Supervisor (Salaried/Exempt)	\$24.00	\$25.26	\$30.00
Senior Collection Supervisor (Salaried/Exempt)	\$22.00	\$22.93	\$27.00
WWTP Operator IV	\$18.00	\$18.31	\$20.00
WWTP Operator III	\$16.00	\$16.76	\$18.00
WWTP Operator II	\$14.00	\$15.53	\$16.00
WWTP Operator I	\$12.00	\$13.55	\$14.00
Field Operator IV	\$18.00	\$18.72	\$20.00
Field Operator III	\$16.00	\$17.05	\$18.00
Field Operator II	\$14.00	\$15.71	\$16.00
Field Operator I	\$12.00	\$14.07	\$14.00
WATER GROUP			
Deputy Water Treatment & Distribution (Salaried/Exempt)	\$28.50	\$33.36	\$35.00
WTP Supervisor (Salaried/Exempt)	\$24.00	\$25.26	\$30.00
Senior WTP Operator	\$20.00	\$22.00	\$25.00
Senior Distribution Supervisor (Salaried/Exempt)	\$22.00	\$22.93	\$27.00
WTP Operator IV	\$18.00	\$18.31	\$20.00
WTP Operator III	\$16.00	\$16.76	\$18.00
WTP Operator II	\$14.00	\$15.53	\$16.00
WTP Operator I	\$12.00	\$13.55	\$14.00
Field Operator IV	\$18.00	\$18.72	\$20.00
Field Operator III	\$16.00	\$17.05	\$18.00
Field Operator II	\$14.00	\$15.71	\$16.00
Field Operator I	\$12.00	\$14.07	\$14.00
SEASONAL			
Summer Field Intern	\$10.00	<i>no data available</i>	\$12.00
Summer Field Intern	\$10.00		\$12.00

Notes:

Wage Study Data was obtained through PayScale, MTA comp data, and ASCE data

Data in red represents positions that are salaried

Denotes a new addition to the table beyond those positions previously approved

2012 Summer Amount Due: 0.00

Mort Code

Pay this tax to:

GENOA CHARTER TOWNSHIP
2911 DORR RD.
BRIGHTON, MI 48116
810-227-5225

IF PAYING IN PERSON PLEASE BRING ENTIRE FORM
WITH YOU FOR A STAMPED PAID RECEIPT

THIS TAX IS DUE BY: 02/28/2013

2012 Winter Tax for Prop #4711-27-200-001

TAXPAYER NOTE: Is your name & mailing address correct? If not, please make corrections below. Thank You.

Make Check Payable To: GENOA TOWNSHIP

Property Addr: 5950 CHALLIS RD

4711-27-200-001

To: GRIFFITH, HARRY & MARY TRUSTEES
5950 CHALLIS RD
BRIGHTON MI 48116

GENOA TOWNSHIP TOTAL AMOUNT DUE:

2,004.54

Amount Remitted:

PAID
DEC 26 2012
By: *[Signature]*

✓ # 2/18

The Griffith's would like to pass along that they feel the New Top Sign is a waste of taxpayer money & unnecessary.



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY / GIS DIVISION

304 E. Grand River Ave., Suite 101, Howell, MI 48843
Phone 517.548.3230 Fax 517.545.9608
Web Site: co.livingston.mi.us/GIS

December 3, 2012

ANDREW & BETH MORGAN
3370 NIXON RD
HOWELL, MI 48843

Re: Nixon Road Re-naming

Dear Mr. & Mrs. Morgan:

The I-96 freeway through the Howell area opened to traffic in 1962. Freeway construction severed Latson Road at the highway's north and south right-of-way boundaries. In 1973 the Livingston County Board of Road Commissioners approved re-naming portions of the roads severed by the highway construction in order to meet the needs of emergency services and local deliveries. At this time, the roadway from Chilson Road to Beck Road was renamed Nixon Road.

Construction of the Latson Road overpass and interchange will reconnect the severed segments of Latson Road. Livingston County emergency service agencies have requested the Road Commission to reverse the 1973 action and revert its entire length to Latson Road. Steps have begun to effect this change.

The Board of Road Commissioners will review re-naming Nixon Road to Latson Road at an upcoming meeting on Thursday, January 10, 2013. The meeting will begin at 9:30 a.m. at the Livingston County Road Commission, which is located at 3535 Grand Oaks Dr, Howell, MI 48843. Residents are also encouraged to submit written comments no later than Tuesday, January 8, 2013 to the Road Commission or to the Livingston County Information Technology Department at the address listed at the top of this letter.

Respectfully,

Keri Konarska Blough
GIS Technician/MSAG Coordinator

Cc: Livingston County Road Commission
Genoa Charter Township
United States Postal Service
Livingston County 9-1-1 Administrative Oversight Board

Property Owners with Nixon Road Frontage

Long PID	Owner	Address	City	State	ZIP Code	Property Address
11-20-200-006	ANDREW & BETH MORGAN	3370 NIXON RD	HOWELL	MI	48843	3370 NIXON RD
11-08-400-016	BEN CAMERON	8881 MCCOLL RD	BRIGHTON	MI	48116	1990 NIXON RD
11-17-400-009	BRUCE & BETH BAKER	2510 NIXON RD	HOWELL	MI	48843	2510 NIXON RD
11-17-200-004	CHARLES G. & LOIS E. LATSON	1754 FOWLerville RD	FOWLerville	MI	48836	VACANT
11-21-100-048	DANIEL & MONICA THOMPSON	3345 NIXON RD	HOWELL	MI	48843	3345 NIXON RD
11-21-300-023	DONALD & CAROL KERR	4540 SEIM RD	HOWELL	MI	48843	VACANT
11-16-100-006	EDWIN A. BISHOPP	1024 WILLOW LANE	HOWELL	MI	48843	2455 NIXON RD
11-16-100-019	ELANA ANDERSEN TRUST	2115 NIXON RD	HOWELL	MI	48843	2115 NIXON RD
11-20-200-021	ELLA COMER - TRUSTEE	3275 CHILSON RD	HOWELL	MI	48843	VACANT
11-20-400-003	EMORY & DORIS PLUMMER	3916 NIXON RD	HOWELL	MI	48843	3916 NIXON RD
11-21-300-002	EUGENE G. & VICTORIA L. KIHN	3649 NIXON RD	HOWELL	MI	48843	3649 NIXON RD
11-17-200-002	FTAG INVESTMENTS	22777 HARPER AVE, STE 302	ST. CLAIR SHORES	MI	48080	VACANT
11-16-100-022	GERALD CHRISTENSON	14218 SUSANCREST DR	SAN ANTONIO	TX	78232	2085 NIXON RD
11-08-400-009	GREGORY MC DIARMID	1934 NIXON RD	HOWELL	MI	48843	1934 NIXON RD
11-17-200-007	HARALAMPOS L. KOVANIS	5397 E GRAND RIVER	HOWELL	MI	48843	VACANT
11-16-300-005	HOWELL PUBLIC SCHOOLS	411 N HIGHLANDER WAY	HOWELL	MI	48843	4125 CROOKED LAKE RD
11-20-200-022	JAMES & DIANE GOODALL	3468 NIXON RD	HOWELL	MI	48843	3468 NIXON RD
11-20-400-004	JAMES & LINDA SUZIO	3892 NIXON RD	HOWELL	MI	48843	3892 NIXON RD
11-21-100-008	JAMES & LISA PARKE	3301 NIXON RD	HOWELL	MI	48843	3301 NIXON RD
11-17-400-002	JAMES C. & CINDY R. COTE	2620 NIXON RD	HOWELL	MI	48843	2620 NIXON RD
11-21-300-011	JAMES ROSSOW	3747 NIXON RD	HOWELL	MI	48843	3747 NIXON RD
11-21-100-032	JOHN & MELINDA SPENCER	4030 CROOKED LAKE RD	HOWELL	MI	48843	4030 CROOKED LAKE RD
11-20-200-012	KENNETH W. BERTRAND	3322 NIXON RD	HOWELL	MI	48843	3322 NIXON RD
11-08-400-004	LATSON PARTNERS LLC	25900 W 11 MILE RD, STE 250	SOUTHFIELD	MI	48034	1908 NIXON RD
11-21-300-019	LENARD & WANDA SHADOWENS	3545 NIXON RD	HOWELL	MI	48843	3545 NIXON RD
11-17-200-003	LEO & BRENDA NICHOLAS	2290 NIXON RD	HOWELL	MI	48843	2290 NIXON RD
11-21-300-033	LEONARD E. PETTY	3725 NIXON RD	HOWELL	MI	48843	3725 NIXON RD
11-17-400-007	LH & M LLC	12912 LEISURE	WARREN	MI	48088	VACANT
11-09-300-010	MARK & BRENDA DANIELS	1947 NIXON RD	HOWELL	MI	48843-8818	1947 NIXON RD
11-20-400-009	MATTHEW T. POLLOCK	3873 CHILSON RD	HOWELL	MI	48843	3873 CHILSON RD
11-21-100-043	NIXON MEADOW LLC	3553 LAKEWOOD SHORE DR.	HOWELL	MI	48843	3315 NIXON RD
11-20-200-007	PANHANDLE EASTERN PIPE LINE	P O BOX 4967	HOUSTON	TX	77210-4967	3990 CROOKED LAKE RD
11-16-300-003	PAUL L. & LISA DE LUCA	2573 NIXON RD	HOWELL	MI	48843	2573 NIXON RD
11-21-100-039	PHILIP C. TENAGLIA, JR ESTATE	3473 NIXON RD	HOWELL	MI	48843	3473 NIXON RD
11-20-400-007	PRACTICAL INVESTMENT	31300 ORCHARD LAKE RD, SUITE 200	FARMINGTON	MI	48334	3743 CHILSON RD
11-21-300-005	RICHARD & DEBORAH RATTAI	3901 NIXON RD	HOWELL	MI	48843	3901 NIXON RD
11-28-100-008	ROBERT & BEVERLY SORENSON	4037 CHILSON RD	HOWELL	MI	48843	4037 CHILSON RD
11-16-100-007	ROBERT & KAY BEHER	5814 GLEN ECHO DR.	HOWELL	MI	48843	2485 NIXON RD
11-20-200-010	ROBERT & LAURA HILL	3300 NIXON RD	HOWELL	MI	48843	3300 NIXON RD
11-21-300-003	ROBERT J. MORRISON III	3697 NIXON RD	HOWELL	MI	48843	3697 NIXON RD
11-21-100-031	ROBERT KNORR	3035 NIXON RD	HOWELL	MI	48843	3035 NIXON RD
11-16-100-005	RODNEY & JONATHAN RAETHER	2323 NIXON RD	HOWELL	MI	48843	2323 NIXON RD
11-21-100-009	RONALD A. ANTOSCH	7376 VAUGHAN	DETROIT	MI	48228	VACANT

Property Owners with Nixon Road Frontage

Long PID	Owner	Address	City	State	ZIP Code	Property Address
11-28-100-007	RONNIE MONARCH & CYNTHIA KINGBOTH	4001 CHILSON RD	HOWELL	MI	48843	4001 CHILSON RD
11-20-400-005	RUSSELL & IRENE BUNTING	3860 NIXON RD	HOWELL	MI	48843	3860 NIXON RD
11-21-100-040	RUSSELL BUTTON, JR	3365 NIXON RD	HOWELL	MI	48843	3365 NIXON RD
11-17-400-005	SCOTT CUSTER	2662 NIXON RD	HOWELL	MI	48843	2662 NIXON RD
11-21-300-021	SCOTT T. BACZKIEWICZ	4010 SEIM RD	HOWELL	MI	48843	4010 SEIM RD
11-17-200-001	SHAWN D. & ROSEMARIE SHULL	2482 NIXON RD	HOWELL	MI	48843	2482 NIXON RD
11-21-100-047	SONJA C. & SHAUN P. AMOS	3333 NIXON RD	HOWELL	MI	48843	3333 NIXON RD
11-16-100-021	STEPHEN M. MILLS & LISA MAYES	4018 SWEET RD.	HOWELL	MI	48843	4018 SWEET RD
11-17-400-010	STEPHEN VITOUS	2592 NIXON RD	HOWELL	MI	48843	2592 NIXON RD
11-20-200-017	TODD & JULIE HUTCHINS	3350 NIXON RD	HOWELL	MI	48843	3350 NIXON RD
11-28-100-009	VERNEY W. & PATRICIA MAC ARTHUR	4075 CHILSON RD	HOWELL	MI	48843	4075 CHILSON RD
11-16-100-004	VICTOR M. & STACY WOOSTER	2209 NIXON RD	HOWELL	MI	48843	2209 NIXON RD
11-21-300-010	WILLIAM & MARGARETT MARTIN	3947 NIXON RD	HOWELL	MI	48843	3947 NIXON RD

To Board 1/7/13



December 10, 2012

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

Dear Ms. Skolarus:

We have been informed by Michigan Government TV (MGTV) that effective January 16, 2013, MGTV plans to focus its resources on a web-based format, which would allow for 24/7 access by anyone with an Internet connection, and will no longer be available on our cable lineup. In most Comcast systems, MGTV has been available on a part-time channel located on digital channel 389. MGTV's website is www.MGTV.org. Customers are being notified of this change via bill message.

Also, pursuant to P.A. 480 of 2006, Section 9 (4), Comcast Cable's local operating entity hereby reports that Comcast does not deny access to services to any group of potential residential subscribers because of the race or income of the residents in the local area. A similar report has been filed with the Michigan Public Service Commission.

Should you have any questions or concerns about this change, please feel free to contact me at 734-254-1888.

Sincerely,

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

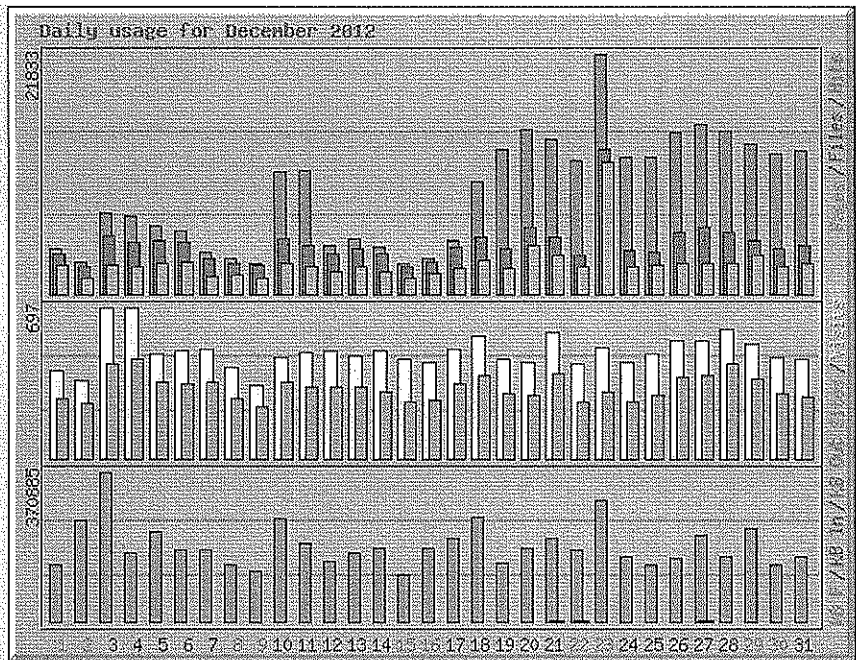
Frederick G. Eaton
Government Affairs Manager
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

Usage Statistics for genoa.org

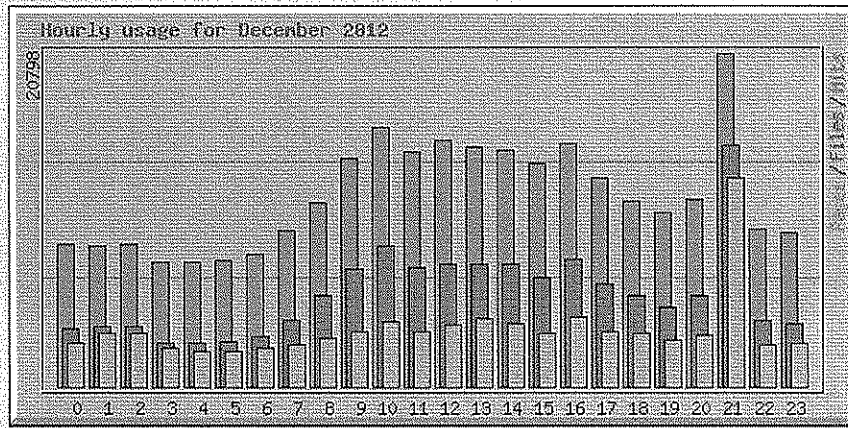
Summary Period: December 2012
Generated 01-Jan-2013 00:28 EST

[\[Daily Statistics\]](#) [\[Hourly Statistics\]](#) [\[URLs\]](#) [\[Entry\]](#) [\[Exit\]](#) [\[Sites\]](#) [\[Referrers\]](#) [\[Search\]](#) [\[Users\]](#) [\[Agents\]](#) [\[Locations\]](#)

Monthly Statistics for December 2012		
Total Hits	284887	
Total Files	139482	
Total Pages	85914	
Total Visits	15209	
Total kB Files	5857042	
Total kB In	2	
Total kB Out	105	
Total Unique Sites	5113	
Total Unique URLs	3737	
Total Unique Referrers	1784	
Total Unique Usernames	1	
Total Unique User Agents	1246	
	Avg	Max
Hits per Hour	382	10053
Hits per Day	9189	21833
Files per Day	4499	13140
Pages per Day	2771	11973
Visits per Day	490	697
kB Files per Day	188937	370885
kB In per Day	0	1
kB Out per Day	3	35
Hits by Response Code		
Undefined response code	44	
Code 200 - OK	139482	
Code 206 - Partial Content	155	
Code 301 - Moved Permanently	311	
Code 302 - Found	1066	
Code 304 - Not Modified	122693	
Code 400 - Bad Request	6	
Code 404 - Not Found	21130	



Daily Statistics for December 2012															
Day	Hits		Pages		Visits		Sites		KB F		KB In		KB Out		
1	4019	1.41%	3619	2.59%	2540	2.96%	407	2.68%	275	5.38%	141793	2.42%	0	0.00%	
2	2906	1.02%	2510	1.80%	1482	1.72%	361	2.37%	251	4.91%	252063	4.30%	0	0.00%	
3	7284	2.56%	5283	3.79%	2583	3.01%	697	4.58%	438	8.57%	370885	6.33%	0	0.00%	
4	7122	2.50%	4615	3.31%	2384	2.77%	696	4.58%	460	9.00%	168656	2.89%	0	0.00%	
5	6157	2.16%	4847	3.48%	2810	3.27%	483	3.18%	355	6.94%	223073	3.81%	0	0.00%	
6	5654	1.98%	4722	3.39%	2846	3.31%	494	3.25%	345	6.75%	178352	3.05%	0	0.00%	
7	3844	1.35%	3177	2.28%	1579	1.84%	507	3.33%	355	6.94%	177283	3.03%	0	0.00%	
8	3128	1.10%	2774	1.99%	1686	1.96%	417	2.74%	274	5.36%	138810	2.37%	0	0.00%	
9	2771	0.97%	2533	1.82%	1417	1.65%	339	2.23%	240	4.69%	124099	2.12%	0	0.00%	
10	11125	3.91%	5043	3.62%	2748	3.20%	467	3.07%	349	6.83%	253266	4.32%	0	0.00%	
11	11192	3.93%	4416	3.17%	2405	2.80%	488	3.21%	332	6.49%	194138	3.31%	0	0.00%	
12	4399	1.54%	3626	2.60%	1963	2.28%	495	3.25%	328	6.42%	148932	2.54%	0	0.00%	
13	4948	1.74%	4065	2.91%	2420	2.82%	472	3.10%	327	6.40%	168281	2.87%	0	0.00%	
14	4242	1.49%	3614	2.59%	2021	2.35%	498	3.27%	309	6.04%	182893	3.12%	0	0.00%	
15	2741	0.96%	2513	1.80%	1418	1.65%	461	3.03%	263	5.14%	115598	1.97%	0	0.00%	
16	3210	1.13%	2920	2.09%	1826	2.13%	444	2.92%	268	5.24%	180108	3.08%	0	0.00%	
17	4864	1.71%	4196	3.01%	2268	2.64%	503	3.31%	344	6.73%	205054	3.50%	0	0.00%	
18	10207	3.58%	5140	3.69%	3078	3.58%	565	3.71%	383	7.49%	259949	4.44%	0	0.00%	
19	13155	4.62%	4037	2.89%	2335	2.72%	460	3.02%	303	5.93%	143187	2.44%	0	0.00%	
20	14964	5.25%	5943	4.26%	4378	5.10%	446	2.93%	294	5.75%	183229	3.13%	0	0.00%	
21	14094	4.95%	5061	3.63%	3485	4.06%	577	3.79%	387	7.57%	207642	3.55%	1	33.33%	
22	12070	4.24%	3436	2.46%	2500	2.91%	438	2.88%	262	5.12%	178595	3.05%	1	33.33%	
23	21833	7.66%	13140	9.42%	11973	13.94%	513	3.37%	309	6.04%	298770	5.10%	0	0.00%	
24	12452	4.37%	3872	2.78%	2405	2.80%	446	2.93%	264	5.16%	159846	2.73%	0	0.00%	
25	12372	4.34%	3759	2.69%	2589	3.01%	479	3.15%	291	5.69%	139751	2.39%	0	0.00%	
26	14679	5.15%	5623	4.03%	2779	3.23%	542	3.56%	372	7.28%	155154	2.65%	0	0.00%	
27	15316	5.38%	6014	4.31%	2730	3.18%	540	3.55%	386	7.55%	213994	3.65%	1	33.33%	
28	14843	5.21%	5643	4.05%	2696	3.14%	592	3.89%	433	8.47%	162390	2.77%	0	0.00%	
29	13532	4.75%	4850	3.48%	3420	3.98%	529	3.48%	368	7.20%	229445	3.92%	0	0.00%	
30	12764	4.48%	4143	2.97%	2430	2.83%	467	3.07%	296	5.79%	139020	2.37%	0	0.00%	
31	13000	4.56%	4348	3.12%	2720	3.17%	455	2.99%	285	5.57%	162787	2.78%	0	0.00%	



Hourly Statistics for December 2012															
Hour	Hits			Pages			kB F		kB In		kB Out				
	Avg	Total	%	Avg	Total	%	Avg	Total	Avg	Total	Avg	Total			
0	285	8845	3.10%	118	3688	2.64%	87	2727	3.17%	5315	164758	2.81%	0	0	0.00%
1	283	8773	3.08%	120	3748	2.69%	106	3309	3.85%	5379	166748	2.85%	0	1	33.33%
2	285	8835	3.10%	121	3777	2.71%	106	3298	3.84%	7446	230829	3.94%	0	0	0.00%
3	248	7695	2.70%	87	2700	1.94%	76	2365	2.75%	4003	124082	2.12%	0	1	33.33%
4	248	7698	2.70%	86	2693	1.93%	70	2172	2.53%	3680	114066	1.95%	0	0	0.00%
5	253	7849	2.76%	89	2788	2.00%	71	2216	2.58%	4995	154833	2.64%	0	0	0.00%
6	264	8211	2.88%	100	3127	2.24%	77	2388	2.78%	5788	179424	3.06%	0	0	0.00%
7	313	9720	3.41%	134	4183	3.00%	82	2570	2.99%	5349	165827	2.83%	0	0	0.00%
8	368	11416	4.01%	185	5737	4.11%	96	3003	3.50%	8242	255516	4.36%	0	0	0.00%
9	457	14181	4.98%	236	7319	5.25%	109	3389	3.94%	9831	304775	5.20%	0	0	0.00%
10	520	16134	5.66%	282	8743	6.27%	131	4078	4.75%	11616	360108	6.15%	0	0	0.00%
11	469	14562	5.11%	238	7383	5.29%	109	3400	3.96%	7811	242138	4.13%	0	0	0.00%
12	493	15312	5.37%	247	7662	5.49%	123	3814	4.44%	8310	257599	4.40%	0	0	0.00%
13	481	14930	5.24%	246	7632	5.47%	137	4266	4.97%	8807	273023	4.66%	0	0	0.00%
14	472	14657	5.14%	245	7625	5.47%	127	3945	4.59%	9492	294246	5.02%	0	0	0.00%
15	448	13910	4.88%	221	6852	4.91%	108	3359	3.91%	7196	223072	3.81%	0	0	0.00%
16	486	15088	5.30%	257	7991	5.73%	140	4344	5.06%	12342	382597	6.53%	0	0	0.00%
17	419	13001	4.56%	206	6396	4.59%	111	3466	4.03%	10279	318647	5.44%	0	0	0.00%
18	371	11515	4.04%	184	5710	4.09%	108	3360	3.91%	9250	286761	4.90%	0	1	33.33%
19	349	10823	3.80%	160	4984	3.57%	94	2931	3.41%	5856	181534	3.10%	0	0	0.00%
20	373	11579	4.06%	184	5731	4.11%	105	3277	3.81%	9948	308383	5.27%	0	0	0.00%
21	670	20798	7.30%	482	14966	10.73%	417	12947	15.07%	15760	488564	8.34%	0	0	0.00%
22	315	9786	3.44%	133	4146	2.97%	83	2598	3.02%	8393	260173	4.44%	0	0	0.00%
23	308	9569	3.36%	125	3901	2.80%	86	2692	3.13%	3850	119339	2.04%	0	0	0.00%

Top 30 of 3737 Total URLs									
#	Hits	%	kB F	%	kB In	%	kB Out	URL	
1	14710	5.16%	10641	0.18%	0	0.00%	0	0.00%	/css/style.css
2	14700	5.16%	4466	0.08%	0	0.00%	0	0.00%	/css/print.css
3	14483	5.08%	5376	0.09%	0	0.00%	0	0.00%	/js/dropdowns.js
4	14472	5.08%	75244	1.28%	0	0.00%	0	0.00%	/js/wymeditor/jquery.wymeditor.pack.js
5	14471	5.08%	4379	0.07%	0	0.00%	0	0.00%	/js/roundtabs.js
6	14440	5.07%	4117	0.07%	0	0.00%	0	0.00%	/js/headersearch.js
7	14412	5.06%	56776	0.97%	0	0.00%	0	0.00%	/js/jquery/jquery.js
8	10525	3.69%	56708	0.97%	0	0.00%	0	0.00%	/admin/searchreview

9	8402	2.95%	49910	0.85%	0	0.00%	0	0.00%	/
10	3104	1.09%	20685	0.35%	0	0.00%	0	0.00%	/robots.txt
11	1661	0.58%	6444	0.11%	0	0.00%	0	0.00%	/departments/assessing/data
12	1282	0.45%	1765	0.03%	0	0.00%	0	0.00%	/img/favicon.ico
13	1051	0.37%	9191	0.16%	0	0.00%	0	0.00%	/meetings/minutes
14	991	0.35%	9585	0.16%	0	0.00%	0	0.00%	/government/boards/board
15	915	0.32%	18303	0.31%	0	0.00%	0	0.00%	/meetings/boardminutes/1
16	830	0.29%	12275	0.21%	0	0.00%	0	0.00%	/government/boards/planningcommission
17	818	0.29%	10647	0.18%	0	0.00%	0	0.00%	/government/boards/zoningboard
18	779	0.27%	12043	0.21%	0	0.00%	0	0.00%	/meetings/boardminutes/3
19	744	0.26%	11467	0.20%	0	0.00%	0	0.00%	/meetings/boardminutes/2
20	577	0.20%	2483	0.04%	0	0.00%	0	0.00%	/articles/article/billipay
21	556	0.20%	2804	0.05%	0	0.00%	0	0.00%	/favicon.ico
22	521	0.18%	3273	0.06%	0	0.00%	0	0.00%	/departments/utilities/watersewer
23	511	0.18%	3228	0.06%	0	0.00%	0	0.00%	/departments/utilities/refuse
24	443	0.16%	4245	0.07%	0	0.00%	0	0.00%	/bitrix/admin/
25	434	0.15%	8711	0.15%	0	0.00%	0	0.00%	/meetings/boardminutes/3/1998
26	402	0.14%	2168	0.04%	0	0.00%	0	0.00%	/government/contact
27	398	0.14%	4046	0.07%	0	0.00%	0	0.00%	/government/ordinances/ordinance-zoning
28	385	0.14%	2233	0.04%	0	0.00%	0	0.00%	/articles/article/park
29	370	0.13%	5570	0.10%	0	0.00%	0	0.00%	/news/bulletins
30	366	0.13%	3318	0.06%	0	0.00%	0	0.00%	/departments/assessing

View All URLs

Top 10 of 3737 Total URLs By kB F									
#	Hits		kB F		kB In		kB Out		URL
1	129	0.05%	270301	4.61%	0	0.00%	0	0.00%	/newsbulletinfiledata/download/41
2	85	0.03%	218110	3.72%	0	0.00%	0	0.00%	/contentfiledata/download/1296
3	44	0.02%	162992	2.78%	0	0.00%	0	0.00%	/contentfiledata/download/1289
4	63	0.02%	145110	2.48%	0	0.00%	0	0.00%	/contentfiledata/download/61
5	172	0.06%	121720	2.08%	0	0.00%	0	0.00%	/newsbulletinfiledata/download/38
6	58	0.02%	99064	1.69%	0	0.00%	0	0.00%	/contentfiledata/download/159
7	63	0.02%	87555	1.49%	0	0.00%	0	0.00%	/contentfiledata/download/540
8	131	0.05%	87323	1.49%	0	0.00%	0	0.00%	/newsbulletinfiledata/download/40
9	51	0.02%	78034	1.33%	0	0.00%	0	0.00%	/contentfiledata/download/443
10	14472	5.08%	75244	1.28%	0	0.00%	0	0.00%	/js/wymeditor/jquery.wymeditor.pack.js

Top 10 of 2479 Total Entry Pages					
#	Hits		Visits		URL
1	8402	2.95%	3702	24.73%	/
2	1661	0.58%	283	1.89%	/departments/assessing/data
3	511	0.18%	273	1.82%	/departments/utilities/refuse
4	385	0.14%	228	1.52%	/articles/article/park
5	521	0.18%	201	1.34%	/departments/utilities/watersewer
6	366	0.13%	121	0.81%	/departments/assessing
7	1051	0.37%	101	0.67%	/meetings/minutes
8	370	0.13%	95	0.63%	/news/bulletins
9	331	0.12%	93	0.62%	/departments/planningzoning/maps
10	991	0.35%	90	0.60%	/government/boards/board

Top 10 of 1926 Total Exit Pages					
---------------------------------	--	--	--	--	--

#	Hits	Visits	URL
1	8402 2.95%	798 13.09%	/
2	1661 0.58%	115 1.89%	/departments/assessing/data
3	1051 0.37%	74 1.21%	/meetings/minutes
4	577 0.20%	52 0.85%	/articles/article/billpay
5	511 0.18%	50 0.82%	/departments/utilities/refuse
6	385 0.14%	35 0.57%	/articles/article/park
7	434 0.15%	35 0.57%	/meetings/boardminutes/3/1998
8	521 0.18%	32 0.52%	/departments/utilities/watersewer
9	779 0.27%	30 0.49%	/meetings/boardminutes/3
10	287 0.10%	29 0.48%	/community/links

Top 30 of 5113 Total Sites												
#	Hits	KB F	KB Out	Visits	Hostname							
1	3614 1.27%	3540 2.54%	647347 11.05%	0 0.00%	0 0.00%	364 2.39%	crawl-66-249-73-38.googlebot.com					
2	2747 0.96%	2735 1.96%	414706 7.08%	0 0.00%	0 0.00%	239 1.57%	208.115.113.82					
3	2326 0.82%	2322 1.66%	25119 0.43%	0 0.00%	0 0.00%	364 2.39%	8.219.202.1.static.bjtelecom.net					
4	2021 0.71%	2015 1.44%	28950 0.49%	0 0.00%	0 0.00%	1 0.01%	static.141.58.9.176.clients.your-server.de					
5	1875 0.66%	1863 1.34%	334045 5.70%	0 0.00%	0 0.00%	418 2.75%	spider-199-21-99-125.yandex.com					
6	1664 0.58%	1652 1.18%	233944 3.99%	0 0.00%	0 0.00%	175 1.15%	208-115-111-66-reverse.wowrack.com					
7	1232 0.43%	1182 0.85%	4352 0.07%	0 0.00%	0 0.00%	38 0.25%	client-93-123-21-121.ip.daticum.com					
8	1228 0.43%	1145 0.82%	65947 1.13%	0 0.00%	0 0.00%	53 0.35%	msnbot-65-55-213-73.search.msn.com					
9	1212 0.43%	1193 0.86%	78318 1.34%	0 0.00%	0 0.00%	101 0.66%	i60-36-84-94.s43.a014.ap.plala.or.jp					
10	1212 0.43%	1188 0.85%	3485 0.06%	0 0.00%	0 0.00%	17 0.11%	static.68.51.9.5.clients.your-server.de					
11	1200 0.42%	844 0.61%	7542 0.13%	0 0.00%	0 0.00%	173 1.14%	123.151.148.172					
12	821 0.29%	764 0.55%	9822 0.17%	0 0.00%	0 0.00%	56 0.37%	99-20-60-55.lightspeed.brhmmi.sbcglobal.net					
13	776 0.27%	762 0.55%	2264 0.04%	0 0.00%	0 0.00%	11 0.07%	static.66.51.9.5.clients.your-server.de					
14	727 0.26%	722 0.52%	7200 0.12%	0 0.00%	0 0.00%	1 0.01%	crawl-81-144-138-34.wotbox.com					
15	724 0.25%	719 0.52%	7692 0.13%	0 0.00%	0 0.00%	16 0.11%	hn.kd.ny.adsl					
16	607 0.21%	482 0.35%	33689 0.58%	0 0.00%	0 0.00%	36 0.24%	68-188-225-162.dhcp.bycy.mi.charter.com					
17	592 0.21%	446 0.32%	10653 0.18%	0 0.00%	0 0.00%	22 0.14%	c-68-40-213-56.hsd1.mi.comcast.net					
18	568 0.20%	538 0.39%	141645 2.42%	0 0.00%	0 0.00%	2 0.01%	38.111.147.84					
19	567 0.20%	541 0.39%	22250 0.38%	0 0.00%	0 0.00%	234 1.54%	msnbot-157-55-32-97.search.msn.com					
20	496 0.17%	244 0.17%	19131 0.33%	0 0.00%	0 0.00%	18 0.12%	67-36-21-177.co.livingston.mi.us					
21	484 0.17%	481 0.34%	9860 0.17%	0 0.00%	0 0.00%	25 0.16%	173.199.116.243.choopa.net					
22	476 0.17%	471 0.34%	9605 0.16%	0 0.00%	0 0.00%	1 0.01%	176-9-51-130.crawler.sistrix.net					
23	476 0.17%	471 0.34%	9576 0.16%	0 0.00%	0 0.00%	1 0.01%	176-9-51-131.crawler.sistrix.net					
24	476 0.17%	471 0.34%	9351 0.16%	0 0.00%	0 0.00%	2 0.01%	176-9-51-134.crawler.sistrix.net					
25	476 0.17%	471 0.34%	9382 0.16%	0 0.00%	0 0.00%	1 0.01%	176-9-51-140.crawler.sistrix.net					
26	476 0.17%	471 0.34%	9479 0.16%	0 0.00%	0 0.00%	1 0.01%	176-9-51-143.crawler.sistrix.net					
27	476 0.17%	471 0.34%	9409 0.16%	0 0.00%	0 0.00%	2 0.01%	176-9-51-144.crawler.sistrix.net					
28	476 0.17%	471 0.34%	9445 0.16%	0 0.00%	0 0.00%	1 0.01%	176-9-51-145.crawler.sistrix.net					
29	476 0.17%	471 0.34%	9390 0.16%	0 0.00%	0 0.00%	2 0.01%	176-9-51-147.crawler.sistrix.net					
30	476 0.17%	471 0.34%	9367 0.16%	0 0.00%	0 0.00%	1 0.01%	176-9-51-194.crawler.sistrix.net					

[View All Sites](#)

Top 10 of 5113 Total Sites By kB F												
#	Hits	KB F	KB Out	Visits	Hostname							
1	3614 1.27%	3540 2.54%	647347 11.05%	0 0.00%	0 0.00%	364 2.39%	crawl-66-249-73-38.googlebot.com					
2	2747 0.96%	2735 1.96%	414706 7.08%	0 0.00%	0 0.00%	239 1.57%	208.115.113.82					
3	1875 0.66%	1863 1.34%	334045 5.70%	0 0.00%	0 0.00%	418 2.75%	spider-199-21-99-125.yandex.com					

4	1664	0.58%	1652	1.18%	233944	3.99%	0	0.00%	0	0.00%	175	1.15%	208-115-111-66-reverse.wowrack.com
5	568	0.20%	538	0.39%	141645	2.42%	0	0.00%	0	0.00%	2	0.01%	38.111.147.84
6	1212	0.43%	1193	0.86%	78318	1.34%	0	0.00%	0	0.00%	101	0.66%	60-36-84-94.s43.a014.ap.plala.or.jp
7	1228	0.43%	1145	0.82%	65947	1.13%	0	0.00%	0	0.00%	53	0.35%	msnbot-65-55-213-73.search.msn.com
8	393	0.14%	388	0.28%	62949	1.07%	0	0.00%	0	0.00%	1	0.01%	sr324.2dayhost.com
9	353	0.12%	351	0.25%	57376	0.98%	0	0.00%	0	0.00%	97	0.64%	crawl-66-249-73-21.googlebot.com
10	102	0.04%	70	0.05%	46299	0.79%	0	0.00%	0	0.00%	4	0.03%	184.21.138.247

Top 30 of 1784 Total Referrers			
#	Hits		Referrer
1	61291	21.51%	- (Direct Request)
2	1703	0.60%	http://www.google.com/url
3	299	0.10%	http://www.google.com/search
4	290	0.10%	http://www.bing.com/search
5	216	0.08%	http://search.yahoo.com/search
6	95	0.03%	https://www.google.com/
7	77	0.03%	http://genoa.org
8	47	0.02%	http://www.goldenline.pl/forum/152706/chce-zobaczyc/s/376
9	47	0.02%	http://www.google.com/webhp
10	44	0.02%	±
11	38	0.01%	http://search.comcast.net/
12	30	0.01%	http://co.livingston.mi.us/municipalities/genoa.htm
13	22	0.01%	http://www.google.co.in/url
14	21	0.01%	http://search.aol.com/aol/search
15	20	0.01%	http://www.ask.com/web
16	19	0.01%	http://us.yhs4.search.yahoo.com/yhs/search
17	19	0.01%	http://www.baidu.com/s
18	19	0.01%	http://yandex.ru/yandsearch
19	18	0.01%	http://igeek.ru/
20	18	0.01%	http://publicrecords.netronline.com/records.php
21	18	0.01%	http://varmdomorsan.se/2008/march/
22	18	0.01%	http://vipik.net/
23	17	0.01%	http://search.yahoo.com/mobile/s
24	16	0.01%	http://translate.googleusercontent.com/translate_c
25	16	0.01%	http://webcache.googleusercontent.com/search
26	15	0.01%	http://search.yahoo.com/tablet/s
27	15	0.01%	http://www.google.ca/url
28	14	0.00%	http://main.smallbusinesscommerceassociation.org
29	12	0.00%	http://image-search.kik.com/
30	12	0.00%	http://www.google.com/imgres

[View All Referrers](#)

Top 20 of 662 Total Search Strings			
#	Hits		Search String
1	293	16.57%	genoa township
2	212	11.99%	genoa township michigan
3	80	4.52%	genoa township mi
4	37	2.09%	genoa township assessor
5	32	1.81%	genoa twp mi
6	30	1.70%	mhog
7	22	1.24%	genoa
8	21	1.19%	latson road interchange
9	18	1.02%	www.genoa.org

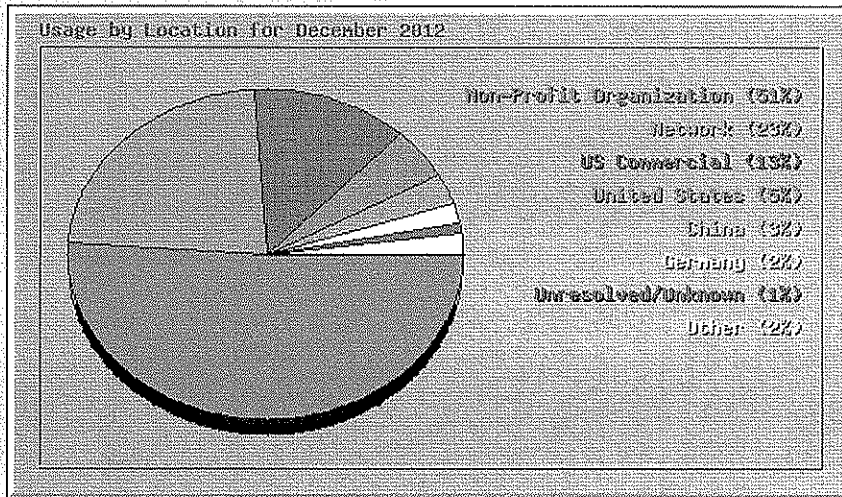
10	17	0.96%	genoa.org
11	13	0.74%	genoa township sledding hill
12	13	0.74%	genoa twp
13	11	0.62%	genoa township michigan zoning map
14	11	0.62%	genoa township water
15	11	0.62%	genoa tri-lakes riparian association
16	8	0.45%	brighton country day
17	8	0.45%	genoa charter township
18	7	0.40%	genoa township hall dorr road brighton mi
19	7	0.40%	sledding brighton mi
20	6	0.34%	genoa township.org

[View All Search Strings](#)

Top 1 of 1 Total Usernames																
#	Hits	Percentage	KB In	Percentage	KB Out	Percentage	Visits	Percentage	Username							
1	1	0.00%	1	0.00%	28	0.00%	0	0.00%	0	0.00%	1	0.01%	mailto			

Top 15 of 1246 Total User Agents												
#	Hits	Percentage	User Agent									
1	122501	43.00%	Mozilla/5.0 (Windows NT 6.1; AppleWebKit/537.11 (KHTML, like Gecko) Chrome/23.0.1271.97 Safari/537.11									
2	15892	5.58%	Mozilla/5.0 (Windows NT 6.1; AppleWebKit/537.11 (KHTML, like Gecko) Chrome/23.0.1271.95 Safari/537.11									
3	12483	4.38%	Mozilla/5.0 (compatible; MSIE 9.0; Windows NT 6.1; WOW64; Trident/5.0)									
4	9543	3.35%	Mozilla/5.0 (compatible; SISTRIX Crawler; http://crawler.sistrix.net/)									
5	4414	1.55%	Mozilla/5.0 (compatible; bingbot/2.0; +http://www.bing.com/bingbot.htm)									
6	4411	1.55%	Mozilla/5.0 (compatible; Ezooms/1.0; ezooms.bot@gmail.com)									
7	3724	1.31%	Mozilla/5.0 (compatible; Googlebot/2.1; +http://www.google.com/bot.html)									
8	3314	1.16%	Mozilla/5.0 (compatible; AhrefsBot/4.0; +http://ahrefs.com/robot/)									
9	3268	1.15%	Mozilla/5.0 (iPad; CPU OS 6_0_1 like Mac OS X) AppleWebKit/536.26 (KHTML, like Gecko) Version/6.0 Mobile/10A523 Safari/8536.2									
10	3096	1.09%	Mozilla/5.0 (compatible; MJ12bot/v1.4.3; http://www.majestic12.co.uk/bot.php?+)									
11	2970	1.04%	Spiceworks/6.1.01074									
12	2847	1.00%	Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 5.1; Trident/4.0; GTB7.4; .NET CLR 1.1.4322; .NET CLR 2.0.50727; .NET CLR 3.0.4									
13	2698	0.95%	Mozilla/5.0 (Windows NT 6.1; WOW64) AppleWebKit/537.11 (KHTML, like Gecko) Chrome/23.0.1271.97 Safari/537.11									
14	2680	0.94%	Mozilla/5.0 (compatible; JikeSpider; +http://shoulu.jike.com/spider.html)									
15	2588	0.91%	Mozilla/5.0									

[View All User Agents](#)



Top 30 of 89 Total Locations											
#	IP		ASN		Country		kB In		kB Out		Location
1	146597	51.46%	16525	11.85%	290100	4.95%	0	0.00%	0	0.00%	Non-Profit Organization
2	64864	22.77%	56999	40.86%	1769813	30.22%	0	0.00%	0	0.00%	Network
3	37251	13.08%	33854	24.27%	2382189	40.67%	0	0.00%	0	0.00%	US Commercial
4	13848	4.86%	12033	8.63%	875116	14.94%	0	0.00%	0	0.00%	United States
5	7958	2.79%	6490	4.65%	180480	3.08%	0	0.00%	0	0.00%	China
6	5198	1.82%	5101	3.66%	67336	1.15%	0	0.00%	0	0.00%	Germany
7	1874	0.66%	1832	1.31%	29749	0.51%	0	0.00%	0	0.00%	Unresolved/Unknown
8	1387	0.49%	1360	0.98%	87706	1.50%	0	0.00%	0	0.00%	Japan
9	706	0.25%	582	0.42%	16520	0.28%	0	0.00%	0	0.00%	US Educational
10	658	0.23%	590	0.42%	22743	0.39%	0	0.00%	0	0.00%	India
11	632	0.22%	606	0.43%	9358	0.16%	0	0.00%	0	0.00%	Russian Federation
12	452	0.16%	447	0.32%	6320	0.11%	0	0.00%	0	0.00%	France
13	417	0.15%	407	0.29%	8345	0.14%	0	0.00%	0	0.00%	Ukraine
14	354	0.12%	322	0.23%	5602	0.10%	0	0.00%	0	0.00%	Canada
15	217	0.08%	207	0.15%	2615	0.04%	0	0.00%	0	0.00%	Italy
16	214	0.08%	204	0.15%	9728	0.17%	0	0.00%	0	0.00%	Egypt
17	181	0.06%	173	0.12%	1678	0.03%	0	0.00%	0	0.00%	Australia
18	149	0.05%	139	0.10%	12484	0.21%	0	0.00%	0	0.00%	Hong Kong
19	147	0.05%	97	0.07%	2571	0.04%	0	0.00%	0	0.00%	Romania
20	139	0.05%	129	0.09%	1544	0.03%	0	0.00%	0	0.00%	Poland
21	113	0.04%	111	0.08%	1294	0.02%	0	0.00%	0	0.00%	Czech Republic
22	113	0.04%	107	0.08%	877	0.01%	0	0.00%	0	0.00%	Norway
23	98	0.03%	96	0.07%	2100	0.04%	0	0.00%	0	0.00%	Latvia
24	95	0.03%	70	0.05%	8660	0.15%	0	0.00%	0	0.00%	US Government
25	92	0.03%	92	0.07%	1002	0.02%	0	0.00%	0	0.00%	Tuvalu
26	85	0.03%	79	0.06%	648	0.01%	0	0.00%	0	0.00%	Argentina
27	79	0.03%	76	0.05%	1336	0.02%	0	0.00%	0	0.00%	Turkey
28	64	0.02%	57	0.04%	4822	0.08%	0	0.00%	0	0.00%	Brazil
29	53	0.02%	51	0.04%	793	0.01%	0	0.00%	0	0.00%	United Kingdom
30	46	0.02%	46	0.03%	538	0.01%	0	0.00%	0	0.00%	Sweden

STATEMENT OF VOTES

The whole number of votes given for candidates for the office of		Supervisor	PUT FIGURES IN THIS COLUMN
was	Seven thousand nine hundred eight		7,908
and they were given for the following named persons:			
PERSONS RECEIVING THE VOTES		NUMBER OF VOTES WRITTEN IN WORDS	
Gary McCririe		Seven thousand nine hundred eight	7,908
		Zero	
		Zero	
		Zero	
The whole number of votes given for candidates for the office of		Clerk	
was	Seven thousand nine hundred ninety-two		7,992
and they were given for the following named persons:			
PERSONS RECEIVING THE VOTES		NUMBER OF VOTES WRITTEN IN WORDS	
Paulette A. Skolarus		Seven thousand nine hundred ninety-two	7,992
		Zero	
		Zero	
		Zero	
The whole number of votes given for candidates for the office of		Treasurer	
was	Seven thousand nine hundred forty		7,940
and they were given for the following named persons:			
PERSONS RECEIVING THE VOTES		NUMBER OF VOTES WRITTEN IN WORDS	
1 Robin L. Hunt		Seven thousand nine hundred forty	7,940
2		Zero	
3		Zero	
4		Zero	
5		Zero	
The whole number of votes given for candidates for the office of		Trustee	
was	Thirty-one thousand seven hundred thirty-four		31,734
and they were given for the following named persons:			
PERSONS RECEIVING THE VOTES		NUMBER OF VOTES WRITTEN IN WORDS	
1 Jean W. Ledford		Six thousand two hundred sixty-one	6,261
2 H. James Mortensen		Six thousand seventeen	6,017
3 Linda Rowell		Six thousand five hundred ninety-six	6,596
4 Todd Smith		Six thousand fifty-two	6,052
5 Jim Delcamp		Three thousand three hundred ninety-four	3,394
6 Terry Croft		One thousand nine hundred seventy-four	1,974
7 Jeff Dhaenens		One thousand four hundred forty	1,440
9		Zero	
The whole number of votes given for candidates for the office of			
was	Zero		0
and they were given for the following named persons:			
PERSONS RECEIVING THE VOTES		NUMBER OF VOTES WRITTEN IN WORDS	
1		Zero	
2		Zero	

The Board of Canvassers of the COUNTY OF LIVINGSTON
having Ascertained and Canvassed the Votes of said Genoa Charter Township at the GENERAL Election, held on
Tuesday, November 6, 2012,

Do Hereby Certify and Determine:

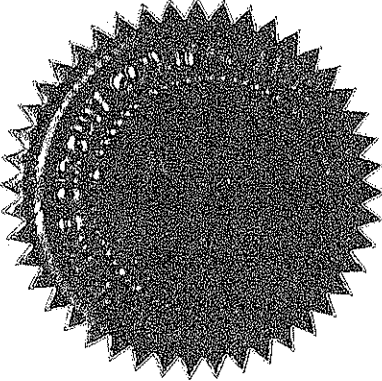
- That **Gary McCririe** having received sufficient number of votes is elected
Supervisor
- That **Paulette A. Skolarus** having received sufficient number of votes is elected
Clerk
- That **Robin L. Hunt** having received sufficient number of votes is elected
Treasurer
- That **Jean W. Ledford** having received sufficient number of votes is elected
Trustee
- That **H. James Mortensen** having received sufficient number of votes is elected
Trustee
- That **Linda Rowell** having received sufficient number of votes is elected
Trustee
- That **Todd Smith** having received sufficient number of votes is elected
Trustee
- That having received sufficient number of votes is elected
- That having received sufficient number of votes is elected
- That having received sufficient number of votes is elected

Do Further Hereby Determine:

That the following Propositions were passed or defeated as indicated below:

NAME OF PROPOSITION	Having	Sufficient Votes was
NAME OF PROPOSITION	Having	Sufficient Votes was
NAME OF PROPOSITION	Having	Sufficient Votes was

In Witness Whereof, We have hereunto set our hands and
affixed the Seal of the COUNTY OF LIVINGSTON
this 10 day of November, 2012



Board of Canvassers:

James B. [Signature]
CHAIRMAN

[Signature]

Ruth E. Munzel

Barbara [Signature]

ATTEST:

Margaret M. Dunleavy
CLERK OF BOARD OF CANVASSERS

James B. [Signature]
CHAIRMAN OF BOARD OF CANVASSERS

December 14, 2012
5405 Glenway Drive
Brighton, MI 48116

GENOA TOWNSHIP

DEC 17 2012

Mr. Michael Archinal
Town Manager
Genoa Charter Township
2911 Dorr Rd.
Brighton, MI 48116

RE: Glenway Drive Road Project 2012

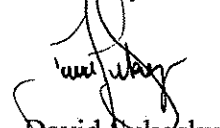
Dear Mr. Archinal:

This letter is to thank you, Tesha Humphriss, Gary McCririe, and the Livingston County Road Commission for the wonderful rebuild of Glenway Drive. The street looks amazing. Every resident that I speak to is very pleased with the quality and detail of the project. The initial section cut-outs, the thick 2 stage asphalt process, the driveway and mailbox access paving, and the final landscape soil and seed were all professionally done beyond my personal expectations – Well Done!

As I learned, a project like this is a process of patience and persistence. My ongoing correspondence with you over the past three (3) years was well worth the wait! A lot of time, planning, meetings, and money were involved in this project. You and Tesha spent a great deal of time researching the engineering aspects of this project. The town meetings with the residents were well prepared and explained. Your upfront work made our work in securing neighborhood signatures a much easier process. Again my sincere thanks for all of your hard work in making this happen. Our street looks beautiful – What a Difference!

Have a wonderful holiday season and continued success for you, your team, and the Township.

Cordially Yours,



David Sukosky
810-220-0833

Cc: T. Humphriss
G. McCririe

Genoa Township Board

December 13, 2012

Attn: Kelly Van Marter

2911 Dorr Road.

Brighton, MI 48116

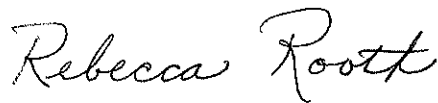
Regarding: Latson Road 96 construction

Dear Genoa Township Board,

I attended the meeting on November 28th, 2012, 5pm and was very disappointed. I live at the Hampton Ridge Condos. I am very concerned about the new traffic problem this construction is going to create. I have lived here for over 10 years and getting out of this complex has been getting increasingly worse. It has been a problem even to make a right turn at times. Then to compound the Problem our drive way is directly across from MEIJERS and we keep our fingers crossed that we can get to go into the grocery store without having an accident or near accident. There are other business that people shop or eat at in this immediate area. This is a big problem now!! But it will be a much worse situation as it also will affect all drivers who live or are just using the road to shop or use the restaurants ect.ect.

The traffic just flies up and down Latson road. There have been accidents and even deaths in this immediate area. Please let me know what you can do about this terrible situation that is sure to get much worse because of the Latson Road project .

Thank You



Rebecca Rooth

4098 Hampton Ridge Blvd

Howell, Mi 48843 (517) 546-5723

GENOA TOWNSHIP

DEC 17 2012