

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
February 19, 2018
6:30 p.m.

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public (Public comment will be limited to two minutes per person)*:

Approval of Consent Agenda:

1. Payment of Bills.
2. Request to Approve Minutes: February 5, 2018
3. Request to approve a proposal from Northern Plumbing for the purchase and installation of new bathroom fixtures at a cost not to exceed \$4,600.
4. Consider approval of a contribution agreement with Livingston County for Phase I funding of a Land and Water Conservation Grant in the amount of \$3,000.00.
5. Request for approval of salary increases of 2.5 percent for all Boards and Commissions, staff [both hourly and contractual], as previously discussed during the last two regular meetings of the Township Board.

Approval of Regular Agenda:

6. Request for approval of a resolution to increase the Supervisor's salary for FY 2018/2019 by 2.5%.
7. Request for approval of a resolution to increase the Treasurer's salary for FY 2018/2019 by 2.5%.
8. Request for approval of a resolution to increase the Clerk's salary for FY 2018/2019 by 2.5%.
9. Request to approve the 2018/2019 System Labor and Equipment Percentage Allocation and the DPW Budget for the Fiscal Year ending March 31, 2019.
10. Request to amend the Fiscal Year 2018 and approve the Fiscal Year 2019 Operating Budgets for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System.
11. Request to increase the Lake Edgewood flat rate sewer charges from \$130.00 per quarter to \$133.90 per quarter.
12. Request to increase the Oak Pointe metered water charges from \$3.52 per 1,000 gallons to \$3.62 per 1,000 gallons.

13. Consideration of a request for approval of a special use, environmental impact assessment, and sketch plan for a proposed Four Seasons Veterinary Services veterinary clinic. The property in question is located at 6936 Grand River Avenue, Brighton, 48114. The request is petitioned by Dr. Michelle Bradford, DVM.

- A. Disposition of Special Use Application.
- B. Disposition of Environmental Impact Assessment (01/22/18).
- C. Disposition of Sketch Plan.

14. Consideration of a request for approval of environmental impact assessment, preliminary and final site condominium approval for a proposed 6 unit site condominium. The property in question is located on the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843. The request is petitioned by St. John Providence.

- A. Disposition of Environmental Impact Assessment (01/04/18).
- B. Disposition of Preliminary site condominium.
- C. Disposition of Final site condominium.

Correspondence
Member Discussion
Adjournment

*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: February 19, 2018

TOWNSHIP GENERAL EXPENSES: Thru February 19, 2018	\$106,150.34
February 9, 2018 Bi Weekly Payroll	\$83,700.16
OPERATING EXPENSES: Thru February 19, 2018	<u>\$138,568.34</u>
TOTAL:	<u>\$328,418.84</u>

Check Register Report For Genoa Charter Township
 For Check Dates 02/09/2018 to 02/09/2018

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
02/09/2018	FNBCK	EFT193	FLEX SPENDING (TASC)	1,449.96	1,449.96	0.00	Cleared
02/09/2018	FNBCK	EFT194	INTERNAL REVENUE SERVICE	19,028.26	19,028.26	0.00	Cleared
02/09/2018	FNBCK	EFT195	PRINCIPAL FINANCIAL	2,701.00	2,701.00	0.00	Cleared
02/09/2018	FNBCK	EFT196	PRINCIPAL FINANCIAL	818.04	818.04	0.00	Cleared
Totals:				23,997.26	23,997.26	0.00	
					Dir. Dep.		
Total Physical Checks:					59,702.90		
Total Check Stubs:				4			
					<u>59,702.90</u>		
					# 83,700.16		

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
02/06/2018	34216	CONTINENTAL LINEN SERVICE	119.07
02/06/2018	34217	DTE ENERGY	171.93
02/06/2018	34218	DTE ENERGY	58.35
02/06/2018	34219	DYKEMA GOSSETT, PLLC	505.00
02/06/2018	34220	GFL ENVIRONMENTAL USA INC.	79,383.15
02/06/2018	34221	GORDON FOOD SERVICE	113.36
02/06/2018	34222	GORDON'S FOOD SERVICES	211.33
02/06/2018	34223	KELLY VANMARTER	300.00
02/06/2018	34224	LIVINGSTON COUNTY TREASURER ASSOC	10.00
02/06/2018	34225	MASTER MEDIA SUPPLY	253.76
02/06/2018	34226	SEWARD PECK & HENDERSON PLLC	3,944.50
02/07/2018	34227	ETNA SUPPLY COMPANY	13,990.00
02/07/2018	34228	GENOA TOWNSHIP D.P.W. FUND	251.72
02/12/2018	34229	COMCAST	637.20
02/12/2018	34230	COMCAST	326.55
02/12/2018	34231	DTE ENERGY	143.57
02/12/2018	34232	MICHIGAN ELECTION RESOURCES	298.52
02/12/2018	34233	MICHIGAN OFFICE SOLUTIONS	349.17
02/12/2018	34234	CONSUMERS ENERGY	579.39
02/12/2018	34235	MASTER MEDIA SUPPLY	39.80
02/12/2018	34236	MICHIGAN.COM PRESS & ARGUS	340.00
02/12/2018	34237	NETWORK SERVICES GROUP, L.L.C.	50.00
02/12/2018	34238	TETRA TECH INC	2,200.00
02/12/2018	34239	TRI COUNTY SUPPLY, INC.	53.78
02/14/2018	34240	KELLY VANMARTER	54.63
02/14/2018	34241	US BANK EQUIPMENT FINANCE	1,765.56

FNBCK TOTALS:
 Total of 26 Checks: 106,150.34
 Less 0 Void Checks: 0.00
 Total of 26 Disbursements: 106,150.34

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
02/06/2018	4227	PORT CITY COMMUNICATIONS, INC.	146.00
02/07/2018	4228	ADVANCE AUTO PARTS	62.98
02/07/2018	4229	BLACKBURN MFG. CO.	168.38
02/07/2018	4230	CRUISERS	160.00
02/07/2018	4231	GFG INSTRUMENTATION	246.61
02/07/2018	4232	MWEA	270.00
02/07/2018	4233	OHM ENGINEERING ADVISORS	3,149.50
02/07/2018	4234	TRACTOR SUPPLY CO.	458.52
02/07/2018	4235	VICTORY LANE QUICK OIL CHANGE	142.95
02/07/2018	4236	WEX BANK	2,967.68
02/12/2018	4237	LOWE'S	967.93
02/12/2018	4238	STAPLES CREDIT PLAN	429.97
02/12/2018	4239	WINDSTREAM	41.91
02/14/2018	4240	CHASE CARD SERVICES	1,805.77

503FN TOTALS:
 Total of 14 Checks: 11,018.20
 Less 0 Void Checks: 0.00
 Total of 14 Disbursements: 11,018.20

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
02/05/2018	4179	DTE ENERGY	46.60
02/06/2018	4180	AT&T LONG DISTANCE	55.56
02/06/2018	4181	CONSUMERS ENERGY	239.41
02/06/2018	4182	DTE ENERGY	837.44
02/06/2018	4183	DTE ENERGY	1,775.52
02/07/2018	4184	BRIGHTON ANALYTICAL , L.L.C.	1,230.00
02/07/2018	4185	CONSUMERS ENERGY	1,428.43
02/07/2018	4186	DTE ENERGY	13,009.47
02/07/2018	4187	DUBOIS-COOPER	110.20
02/07/2018	4188	ETNA SUPPLY COMPANY	2,328.00
02/07/2018	4189	GENOA TOWNSHIP D.P.W. FUND	38,426.90
02/07/2018	4190	KENNEDY INDUSTRIES	4,800.00
02/07/2018	4191	NORTHERN PUMP & WELL	17,658.00
02/07/2018	4192	TETRA TECH INC	5,916.60
02/07/2018	4193	UNITED STATES PLASTIC CORP.	56.43
02/07/2018	4194	UTILITIES INSTRUMENTATION SERVICE	2,928.00
02/07/2018	4195	WIN-911 SOFTWARE	495.00
02/12/2018	4196	DTE ENERGY	435.23

592FN TOTALS:

Total of 18 Checks:	91,776.79
Less 0 Void Checks:	0.00
Total of 18 Disbursements:	91,776.79

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
2/06/2018	3324	BRIGHTON ANALYTICAL , L.L.C.	67.00
2/06/2018	3325	DTE ENERGY	4,875.53
2/07/2018	3326	COLE-FARMER	1,371.44
2/07/2018	3327	GENOA OCEOLA SEWER	999.22
2/07/2018	3328	GENOA TOWNSHIP D.P.W. FUND	10,731.96
2/07/2018	3329	GENOA TWP DPW FUND	239.74
2/07/2018	3330	HARTLAND SEPTIC SERVICE, INC.	7,950.00
2/07/2018	3331	HOWELL TRUE VALUE HARDWARE	25.77
2/07/2018	3332	KENNEDY INDUSTRIES	3,720.00
2/07/2018	3333	PVS NOLWOOD CHEMICALS, INC.	932.00
2/07/2018	3334	REPUBLIC SERVICES #237	569.87
2/07/2018	3335	STATE OF MICHIGAN	3,650.00
2/14/2018	3336	CONSUMERS ENERGY	640.82

593FN TOTALS:

Total of 13 Checks:	35,773.35
Less 0 Void Checks:	0.00
Total of 13 Disbursements:	35,773.35

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

February 5, 2018

MINUTES

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m., with the Pledge of Allegiance. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Paulette Skolarus, Robin Hunt, Jim Mortensen, Terry Croft, Diana Lowe and Jean Ledford. Also present were Township Manager, Michael Archinal; Township Assistant Manager Kelly VanMarter; and nine persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Mortensen and supported by Lowe to approve items 1 thru 4 of the consent agenda and move 5 and 6 to the regular agenda for discussion. The motion carried unanimously.

1. Payment of Bills.

2. Request to Approve Minutes: January 2, 2017

3. Request for approval of the appointment of Bill Rockwell to a vacant Zoning Board of Appeals seat, filling a vacant term set to expire June 30, 2018.

Bill Rockwell introduced himself to the board and thanked the board for considering his appointment to the Zoning Board of Appeals.

4. Request for approval to appoint Greg Rassel as an alternate to the Zoning Board of Appeals for a term expiring June 30, 2021.

Approval of Regular Agenda:

Moved by Ledford and supported by Croft to approve for action all items listed under the regular agenda as requested. The motion carried unanimously.

5. Request to approve a proposal from Northern Plumbing for the purchase and installation of new bathroom fixtures at a cost not to exceed \$4,600.00.

Moved by Mortensen and supported by Croft to table this proposal, along with the lighting proposal, and to obtain competitive bidding with a full description of the fixtures (both plumbing and lighting) to be used in the replacement. The motion carried unanimously.

6. Tabled – A request to approve a proposal from K/E Electric for Township Hall lighting replacements at a cost of \$17,603.11.

7. Request for second review of FY 2018/2019 Budgets #101, #212, #261, #264, #270 and #271.

No formal action was taken by the board. Upon recommendation from the administrative committee changes were made to fund 261 – increasing Hughes Road repair from \$150,000.00 to

\$200,000.00 and Dust Control from \$60,000.00 to \$70,000.00 and with minor corrections to fund 101.

8. Review of February 2018 newsletter accompanying 2018 assessment notices.

No formal action was taken by the board. The 2nd draft of the newsletter was approved.

9. Conduct second reading and consider for adoption Ordinance #Z-18-01 to amend Article 7 of the Zoning Ordinance in regard to commercial kennels, veterinary hospitals, animal shelters, pet daycare centers, and veterinary clinics.

Township Assistant Manager, Kelly VanMarter, addressed the board a provided an overview of the changes related to the adoption of Ordinance #Z-18-01. Moved by Hunt and supported by Lowe to approve the adoption of Ordinance #Z-18-01, Article 7 of the Zoning Ordinance, changing pg. 47 from “MHOG Utility Authority” to “Genoa MHOG Utility Department”. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

A rate quote from Chloride Solution was presented by Archinal. Chloride is applied to township gravel roads in conjunction with the Livingston County Road Commission. The applied rate is \$.1825 per gallon/9,000 gallons per load. Moved by Mortensen and supported by Croft to allow Archinal to sign the rate quote. The motion carried unanimously.

Rogers, Archinal and Croft met with the Round Lake Association to consider alternatives to chemical treatment of Round Lake. Should resident choose to move forward with a special assessment district, new petitions would need to be filed with the township.

The regular meeting and public hearing of the board was adjourned at 7:05 p.m.



Paulette A. Skolarus, Clerk



Tara Brown, Deputy Clerk



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

MEMORANDUM

TO: Honorable Board of Trustees

FROM: Adam VanTassell

DATE: February 19, 2018

RE: Proposed Township Hall Restroom replacement

Manager's Review: _____

This issue was tabled at the February 5, 2018 meeting to obtain more information from the contractor. Attached is the revised proposal with greater detail on the equipment.

The Township Hall public restrooms have recently been experiencing ongoing issues. All of the fixtures in the entrance Men and Women's restrooms have been inspected and found to be leaking and in need of repair. Due to the age of the fixtures (20 years) and the rapidly deteriorating situation, Township Staff is proposing that the fixtures and equipment be replaced.

Recommended Motion

Moved by _____, Supported by _____ to approve the proposal from Northern Plumbing for the purchase and installation of new bathroom fixtures for \$4,600.00

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

MANAGER

Michael C. Archinal

Features

- Elongated bowl, ADA compliant.
- 1-1/2" top spud.
- 2-1/8" glazed trapway.
- 10" x 7" water surface size
- Also available with antimicrobial finish K-96057-SS.

Material

- Vitreous china.

Technology

- Designed to outperform competitors in bowl cleanliness and plug resistance.
- Maximum waste removal.
- Improved toilet seat cover removal.
- Excellent bowl rinse.
- Engineered to flush effectively in buildings with low supply pressure and flow. Tested to 25 psi and 19 gpm.
- Maximum drain line carry at all flush volumes per ASME Standard.
- Reduced splashing.

Installation

- 26-3/8" L x 14-5/8" W x 16-7/8" H
- 10" or 12" rough-in
- Replaces Highcrest K-4302, Highcliff K-4368 and Highline K-4405.

Water Conservation & Rebates

- 1.1 to 1.6 gpf flush range (1.1, 1.28 and 1.6 gpf).
- WaterSense compliant when used with a 1.1 or 1.28 gpf WaterSense flushometer.

Optional Accessories

- K-4731-C Commercial Heavy-duty Toilet Seat
- K-4731-CA Commercial Heavy-duty Toilet Seat
- K-7531 Tripoint™ HES 1.28 GPF WC Flushometer
- K-7535 Tripoint™ HES 1.6 GPF WC Flushometer
- K-7521 WAVE HES 1.28 GPF WC Flushometer
- K-7523 WAVE HES 1.6 GPF WC Flushometer
- K-10673 WAVE Touchless Toilet 1.28 gpf Flushometer
- K-10674 Wave DC 1.6 GPF WC Flushometer
- K-76320 Manual 1.1 GPF WC Flushometer
- K-76321 Manual 1.28 GPF WC Flushometer
- K-76322 Manual 1.6 GPF WC Flushometer

Components

Additional included component/s: Spud, and Bolt Cap Accessory Pack.



ADA CSA B651 OBC





Codes/Standards

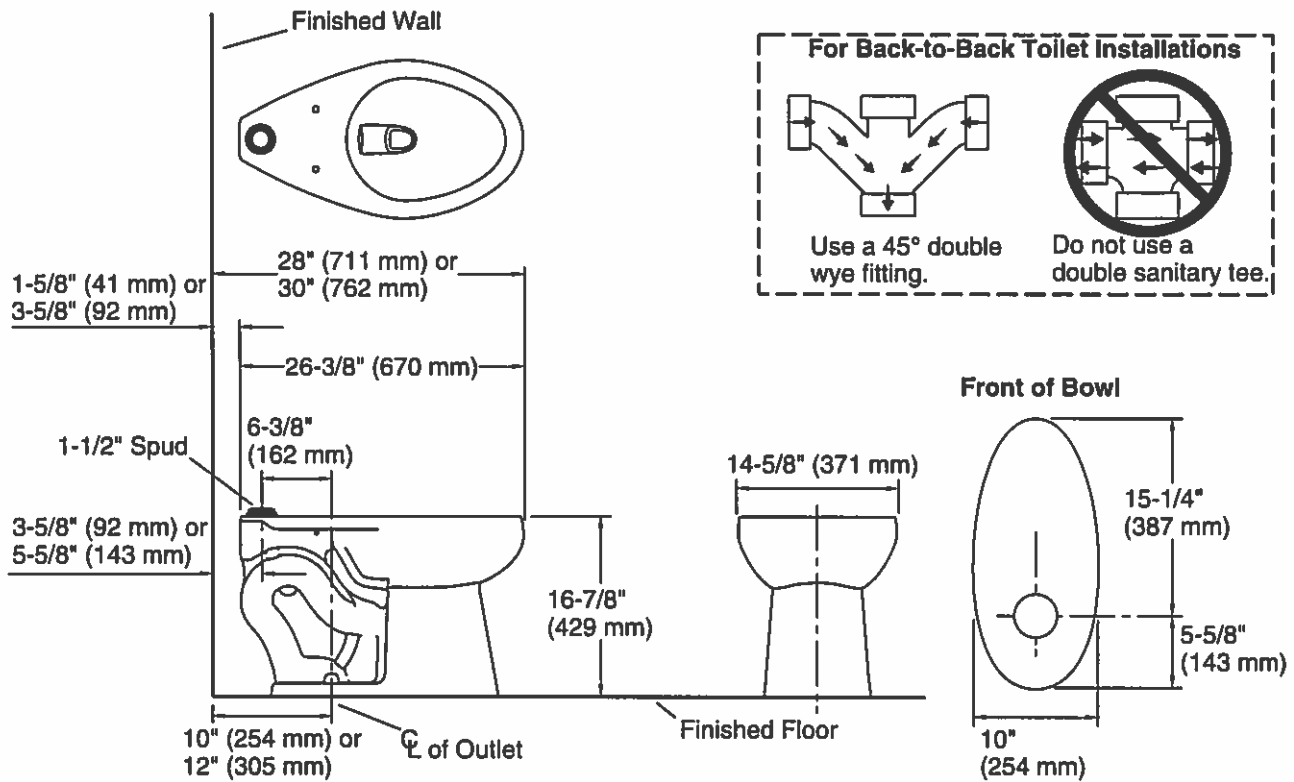
ASME A112.19.2/CSA B45.1
DOE - Energy Policy Act 1992
EPA WaterSense®
California Energy Commission (CEC)
ADA
ICC/ANSI A117.1
CSA B651
OBC

KOHLER® One-Year Limited Warranty
See website for detailed warranty information.

Available Color/Finishes

Color tiles intended for reference only.

Color	Code	Description
	0	White
	96	Biscuit
	47	Almond
	7	Black Black™



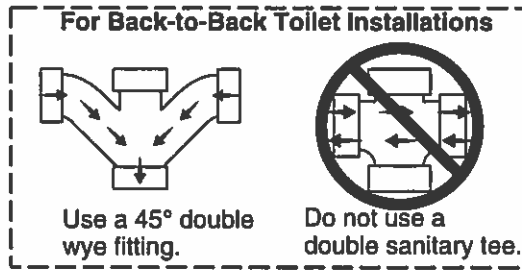
Technical Information

All product dimensions are nominal.

Toilet type:	Flushometer, Floor-mount
Waste Outlet:	Floor
Bowl shape:	Elongated front
Flush type:	Flushometer valve siphon
Spud size:	1-1/2", Inlet, Top
Trap passageway:	2-1/8" (54 mm)
Water Consumption	
Full:	1.1 gpf (4.3 lpf) or 1.28 gpf (4.8 lpf) or 1.6 gpf (6 lpf)
Water surface size:	10" x 7" (254 mm x 178 mm)
Rim to water surface:	6" (152 mm)
Rough-in:	10" or 12" (254 or 305 mm)
Seat-mounting holes:	5-1/2" (140 mm)

Fixture Supply Requirements

Min static pressure:	35 psi (241.3 kPa)
Max static pressure:	80 psi (551.6 kPa)
Min flowing pressure:	25 psi (172.4 kPa)
Min flow rate:	25 gpm (94.6 lpm)



Notes

- Install this product according to the installation instructions.
- For back-to-back toilet installations: Use only a 45° double wye fitting.
- Requires flushometer valve to match desired water consumption 1.1 gpf (4.3 lpf) or 1.28 gpf (4.8 lpf) or 1.6 gpf (6 lpf).
- ADA, OBC, CSA B651 compliant when installed to the specific requirements of these regulations.
- Plumbing Codes require elongated toilets and elongated, open-front toilet seats in public bathrooms.
- Accessibility standards require controls to be located on the open side of the toilet.

USA/Canada: 1-800-4KOHLER (1-800-456-4537)

Kohler Co. reserves the right to make revisions without notice to product specifications.
For the most current Specification Sheet, go to www.kohler.com.

6-28-2017 04:41

THE BOLD LOOK
OF **KOHLER.**

Features

- Elongated, Standard height bowl.
- 1-1/2" top spud.
- 10" x 7" water surface size.
- 2-1/8" glazed trapway.
- Also available with antimicrobial finish K-96053-SS.

Material

- Vitreous china.

Technology

- Designed to outperform competitors in bowl cleanliness and plug resistance.
- Maximum waste removal.
- Engineered for toilet seat cover removal.
- Excellent bowl rinse.
- Engineered to flush effectively in buildings with low supply pressure and flow*.
- Maximum drain line carry at all flush volumes per ASME Standard.

Installation

- 26-3/8" L x 14-7/8" W x 15-1/4" H
- 10" or 12" rough-in
- Replaces Wellcomme K-4350 and Wellworth K-4406. Height and footprint may vary.

Water Conservation & Rebates

- 1.1 to 1.6 gpf flush range (1.1, 1.28 and 1.6 gpf).
- WaterSense compliant when used with a 1.1 or 1.28 gpf WaterSense flushometer.

Components

Additional included component/s: Spud, and Bolt Cap Accessory Pack.



Codes/Standards





ASME A112.19.2/CSA B45.1
DOE - Energy Policy Act 1992
EPA WaterSense®
California Energy Commission (CEC)

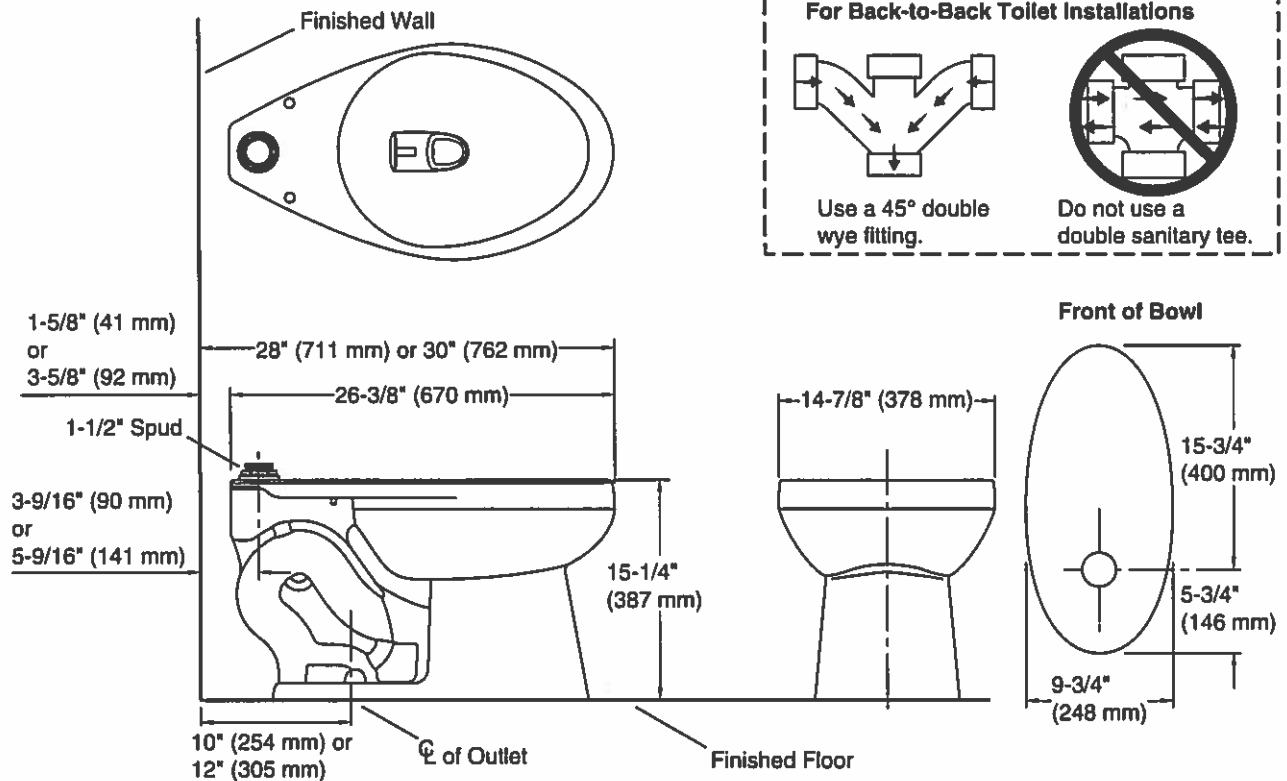
KOHLER® One-Year Limited Warranty

See website for detailed warranty information.

Available Color/Finishes

Color tiles intended for reference only.

Color	Code	Description
	0	White
	96	Biscuit
	47	Almond
	7	Black Black™



Technical Information

All product dimensions are nominal.

Toilet type:	Flushometer, Floor-mount
Waste Outlet:	Floor
Bowl shape:	Elongated front
Flush type:	Flushometer valve siphon
Spud size:	1-1/2", Inlet, Top
Trap passageway:	2-1/8" (54 mm)
Water Consumption	
Full:	1.1 gpf (4.3 lpf) or 1.28 gpf (4.8 lpf) or 1.6 gpf (6 lpf)
Water surface size:	10" x 7" (254 mm x 178 mm)
Rim to water surface:	6" (152 mm)
Rough-in:	10" or 12" (254 or 305 mm)
Seat-mounting holes:	5-1/2" (140 mm)

Fixture Supply Requirements

Min static pressure:	35 psi (241.3 kPa)
Max static pressure:	80 psi (551.6 kPa)
Min flowing pressure:	25 psi (172.4 kPa)
Min flow rate:	25 gpm (94.6 lpm)

Notes

Install this product according to the installation instructions.

For back-to-back toilet installations: Use only a 45° double wye fitting.

If Fixture Supply Pressure is below 35 psi static, then fixture must be paired with a valve rated at 1.28 gpf or greater.

Requires flushometer valve to match desired water consumption 1.1 gpf (4.3 lpf) or 1.28 gpf (4.8 lpf) or 1.6 gpf (6 lpf).

USA/Canada: 1-800-4KOHLER (1-800-456-4537)

Kohler Co. reserves the right to make revisions without notice to product specifications.
For the most current Specification Sheet, go to www.kohler.com.

2-3-2018 03:12

THE BOLD LOOK
OF **KOHLER.**

PFTSCOF2000WH, PFTSCOFA2000WH



Commercial Toilet Seat

Product Features

- Heavy weight molded solid plastic
- Open front less cover
- External self-sustaining check hinge holds seat in any raised position up to 11° beyond vertical
- 304 Series stainless steel hardware
- Easy installation
- Large, molded in bumpers
- Slip resistant pads
- Elongated only
- Conforms to ANSI Z124.5
- Designed to be fitted for a toilet fixture compliant with ADA and CSA B651-12



External self-sustaining check hinge w/304 Series stainless steel hinge posts holds seat in any raised position up to 11° beyond vertical



PFTSCOF2000WH

Color Palette

White (WH)

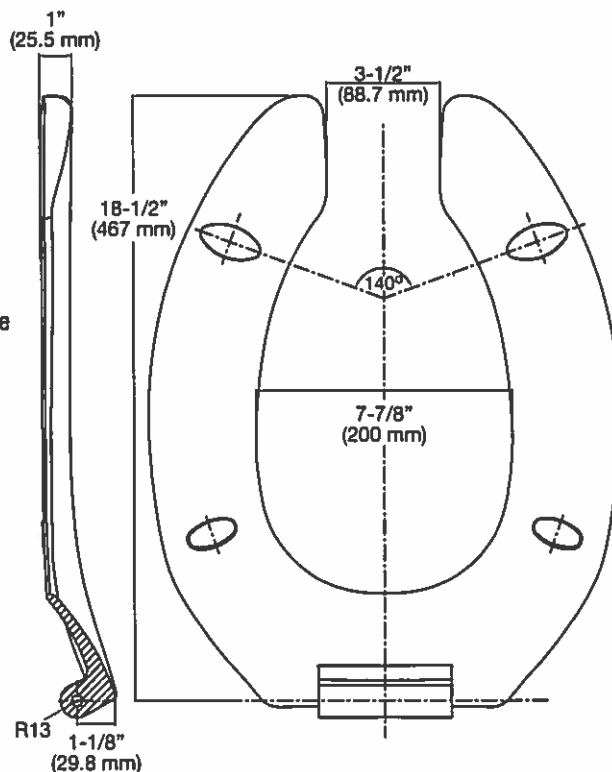
Model Numbers

- PFTSCOF2000BL Elongated commercial toilet seat, black
PFTSCOF2000WH Elongated commercial toilet seat, white
PFTSCOFA2000WH Anti-Microbial, Elongated commercial toilet seat, white

Warranty and Codes

PROFLO toilet seats carry a 1-year limited warranty. In an effort to continually improve our products, FEI will make design changes from time to time. We reserve the right to ship newly designed product to fill any order unless we agree in writing to do otherwise.

Product Specifications



Features

- Washout urinal.
- 3/4" top spud.
- 0.125 gpf (0.47 lpf) to 1.0 gpf (3.8 lpf).
- 14" (356 mm) extended rim.
- Will replace K-4904-ET.

Material

- Vitreous china.

Water Conservation & Rebates

- WaterSense-compliant when used with a 0.125 gpf or 0.5 gpf WaterSense flushometer.

Recommended Accessories

- K- 10668 WAVE DC 1/8 GPF Urinal Flushometer
- K- 10949 Tripoint™ DC 1/8 GPF Urinal Flushometer
- K- 13520 Manual 1/8 GPF Urinal Flushometer
- K- 7528 WAVE HES 1/8 GPF Urinal Flushometer
- K- 7546 Tripoint™ HES 1/8 GPF Urinal Flushometer
- K- 10675 WAVE DC 0.5 GPF Urinal Flushometer
- K- 10958 Tripoint™ DC 0.5 GPF Urinal Flushometer
- K- 7537 Tripoint™ HES 0.5 GPF Urinal Flushometer
- K- 7526 WAVE HES 0.5 GPF Urinal Flushometer
- K- 13519 Manual 0.5 GPF Urinal Flushometer
- K- 10676 WAVE DC 1.0 GPF Wshdwn Flushometer
- K- 10960 Tripoint™ DC 1.0 GPF Wshdwn Flushometer
- K- 13518 Manual 1.0 GPF Wshdwn Flushometer
- K- 7539 Tripoint™ HES 1.0 GPF Blwout Flushometer
- K- 7542 Tripoint™ HES 1.0 GPF Wshdwn Flushometer
- K- 7527 WAVE HES 1.0 GPF Wshdwn Flushometer

Components

Additional included component/s: 3/4" inlet spud, 2" outlet spud, Strainer, and Hangers (2).



Codes/Standards

ASME A112.19.2/CSA B45.1
DOE - Energy Policy Act 1992
EPA WaterSense®
ADA
ICC/ANSI A117.1

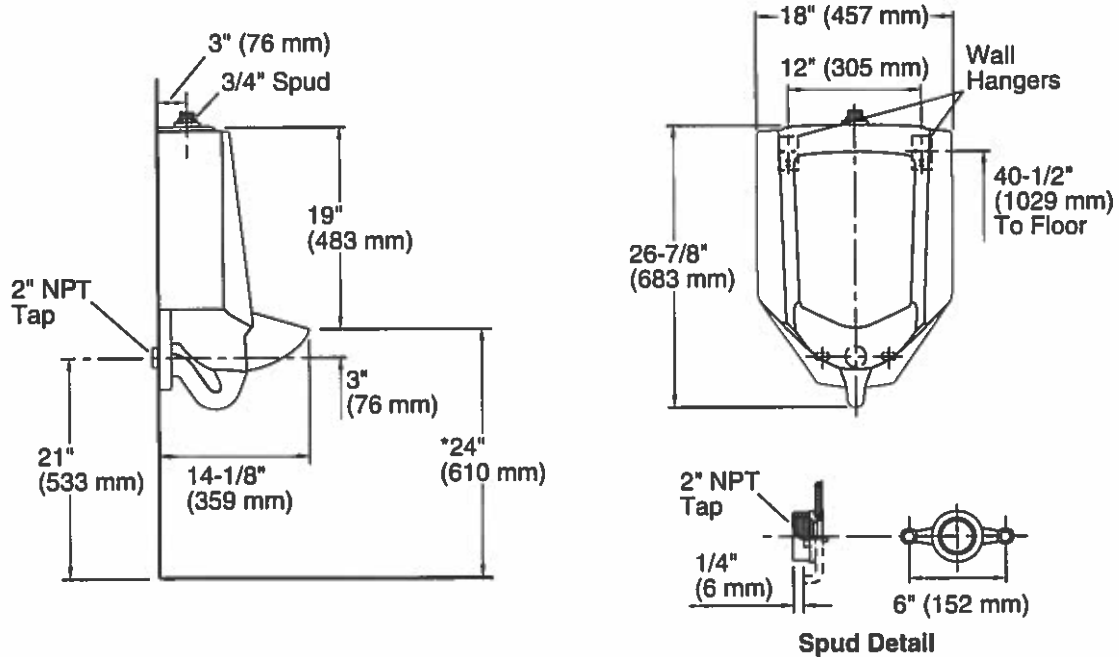
KOHLER® One-Year Limited Warranty
See website for detailed warranty information.

Available Color/Finishes

Color tiles intended for reference only.

Color	Code	Description
	0	White
	96	Biscuit
	47	Almond
	7	Black Black™

*Urinal complies with ADA requirements when rim is mounted no higher than 17" (432 mm) from finished floor.



Technical Information

All product dimensions are nominal.

Flush outlet Washout
technology:

Spud size: 3/4", Inlet, Top

Min. Water per Flush: 0.125 gal (0.5 L)

Max. Water per Flush: 1 gal (3.8 L)

Designed for the above water use when installed with a water-saving flushometer.

Notes

Install this product according to the installation guide.

Refer to manufacturer's instructions and local codes for flushometer requirements.

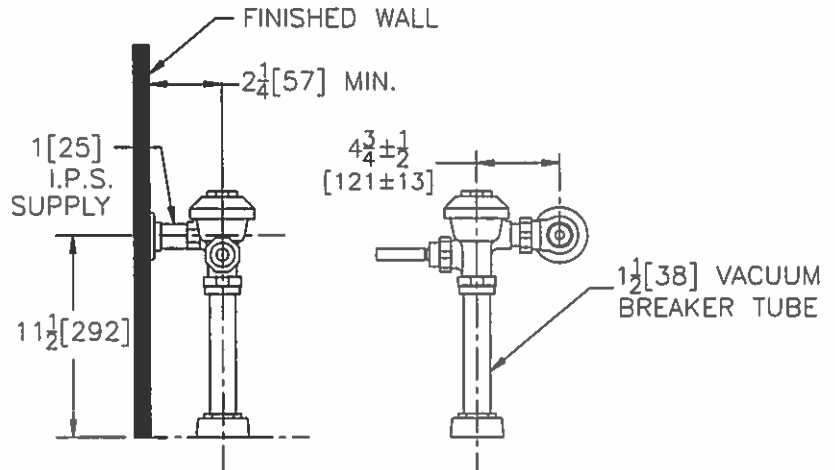
ADA compliant when installed to the specific requirements of these regulations.



Aquaflush®

TAG

Z6000 Model for Water Closets



Flow Options

- WS1 1.6 Gal. Low Consumption Flush
- WS 3.5 Gallons Per Flush
- FF 4.5 Gal. Full Flush

Suffix Options (Check/Specify Appropriate Options)

- BG BioCare™ ADA Handle
- DF Dual Flush 1.6/1.1 gpf
- H Handle on Front of Flush Valve
- HL 1" [25] Metal Push Button
- HL3 3" [76] Metal Push Button
- VC Vandal Resistant Stop Cover
- YB Sweat Solder Kit
- YC Cast Wall Flange
- YJ Split Ring Pipe Support
- YK Solid Ring Pipe Support
- Other

ENGINEERING SPECIFICATION: ZURN Z6000 Aquaflush Exposed Closet Flush Valve - Exposed, quiet diaphragm-type, chrome plated flushometer valve with a polished exterior. Complete with a chloramine resistant, dual seal diaphragm with a clog resistant by-pass. The valve is ADA compliant with a non-hold-open and no leak handle feature, high back pressure vacuum breaker, one piece hex coupling nut, adjustable tailpiece, spud coupling and flange for top spud connection. Control stop has internal siphon-guard protection. Internal seals are made of chloramine resistant materials.

- Z6000PL - Aquaflush Plus is furnished as specified above and includes sweat solder kit, vandal resistant stop cap, and cast wall flange with set screw. **Complete with a chloramine resistant, dual seal diaphragm with a clog resistant by-pass.**

Architectural/Engineering Approval

ZURN INDUSTRIES, LLC. ♦ COMMERCIAL BRASS OPERATION ♦ 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330
PHONE: 1-800-997-3876 ♦ FAX: 919-775-3541 ♦ WORLD WIDE WEB: WWW.ZURN.COM

IN CANADA: ZURN INDUSTRIES LIMITED ♦ 3544 NASHUA DRIVE ♦ MISSISSAUGA, ONTARIO L4V1L2 ♦ PHONE: 905-405-8272 FAX: 905-405-1292

Aquaflush® is a registered trademark of Zurn Industries, LLC.

Rev. J
Dwg. No. 55936

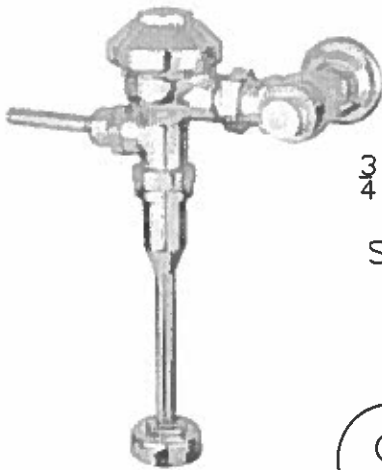
Date: 9/21/11
Product No. Z6000



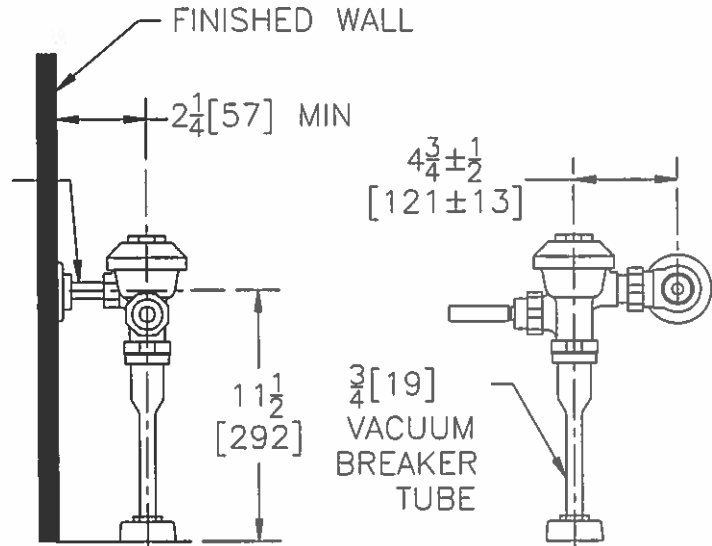
Aquaflush®

TAG _____

Exposed Z6003 Model for 3/4" Urinals



3/4 [19]
I.P.S.
SUPPLY



Flow Options

- EWS 0.5 Gallons Per Flush
- WS1 1.0 Gal. Low Consumption
- Standard Flush 1.5 Gallons Per Flush

Suffix Options (Check/Specify Appropriate Options)

- _____ -BG BioCare ADA Handle
- _____ -H Handle on Front of Flush Valve
- _____ -L 1" [25] Metal Push Button
- _____ -L3 3" [76] Metal Push Button
- VC Vandal Resistant Stop Cover
- YB Sweat Solder Kit
- YC Cast Wall Flange
- _____ -YJ Split Ring Pipe Support
- _____ -YK Solid Ring Pipe Support
- _____ Other

ENGINEERING SPECIFICATION: ZURN Z6003 Aquaflush Exposed Urinal Flush Valve - Exposed, quiet diaphragm-type, chrome plated flushometer valve with a polished exterior. Complete with a chloramine resistant, dual seal diaphragm with a clog resistant by-pass. The valve is ADA compliant with a non-hold open and no leak handle feature, high back pressure vacuum breaker, one piece hex coupling nut, adjustable tailpiece, spud coupling and flange for top spud connection. Control stop has internal siphon-guard protection. Internal seals are made of chloramine resistant materials.

- Z6003PL - Aquaflush Plus is furnished as specified above and includes sweat solder kit, vandal resistant stop cap, and cast wall flange. **Complete with a chloramine resistant, dual seal diaphragm with a clog resistant by-pass.**

This space is for Architectural/engineering Approval

ZURN INDUSTRIES, INC. ♦ COMMERCIAL BRASS OPERATION ♦ 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330
 Phone: 1-800-997-3876 ♦ Fax: 919-775-3541 ♦ World Wide Web: www.zurn.com
 In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905-405-8272 Fax: 905-405-1292

Aquaflush® is a registered trademark of Zurn Industries, Inc.

Rev. K
Dwg. No. 55938

Date: 7/10/03
Product No. Z6003



Livingston County Department of Planning

January 31, 2018

Kathleen J. Kline-Hudson
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Scott Barb
AICP, PEM
Principal Planner

Bill Rogers, Supervisor
Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116

Dear Bill,

Livingston County has made significant progress on Phase I park development at Fillmore County Park, which is a \$172,000 project that is 50% funded by a federal Land and Water Conservation Fund (LWCF) grant.

Construction plans and specifications for the project have been completed and they are currently being reviewed by the Department of Natural Resources. We expect to put the project out to bid in the spring with construction to follow in summer 2018.

Genoa Charter Township is one of three local units of government (along with Livingston County), which generously committed funds toward the project as part of the local match. At this time we would like to request the \$3,000 contribution from Genoa Charter Township and we have attached a Contribution Agreement for your use if desired.

We sincerely appreciate your contribution toward this project which will expand recreational opportunities in the Livingston County community. If you have any questions, please feel free to contact me at (517) 540-8734.

Sincerely,

Kathleen J. Kline-Hudson, Director
Livingston County Planning Department

cc: Gary Childs, Chair, Livingston County Parks & Open Space Advisory Committee
Don Parker, Chair, Livingston County Board of Commissioners

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site
livgov.com

CONTRIBUTION AGREEMENT

This is an agreement between Genoa Charter Township, a Michigan Municipal Corporation (hereinafter referred to as "TOWNSHIP"), located at 2911 Dorr Road, Brighton, Michigan 48116, and County of Livingston, a Michigan Municipal Corporation (hereinafter referred to as "COUNTY"), located at 304 E. Grand River Avenue, Howell, Michigan 48843.

WHEREAS, the County of Livingston has been approved by the MDNR for a Land and Water Conservation Fund grant for Phase I development of Fillmore County Park pending final approval by the National Park Service; and,

WHEREAS, the Fillmore County Park is available to the residents of the Township and the Township wishes to support the development of Fillmore Park to provide recreation and open spaces to residents of the Township and County.

NOW THEREFORE, the Township and the County agree to the following:

1. The Township shall pay the sum of \$3,000 to the County in match assistance for the Land and Water Conservation Grant for Phase I funding of Fillmore County Park. These monies shall be payable upon execution of this agreement.
2. The County shall use the money from the Township solely for the costs associated with the Land and Water Conservation Grant for Phase I funding of Fillmore County Park.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have entered into this Contribution Agreement as of this ____ day of _____, 2018.

COUNTY OF LIVINGSTON

By: _____
Don Parker, Chairman
Livingston County Board of Commissioners

Dated: _____

<p style="text-align: center;">Approved as to Form for County of Livingston: COHL, STOKER & TOSKEY, P.C. By: Richard McNulty On: April 5, 2017</p>

GENOA CHARTER TOWNSHIP

By: _____
Supervisor

Dated: _____

By: _____
Clerk

Dated: _____

Signatures authorized by Genoa Charter
Township Board of Trustees Resolution
_____, 2018

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
May 1, 2017

Minutes

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m., with the Pledge of Allegiance. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Paulette Skolarus, Jim Mortensen, Terry Croft, Diana Lowe, Robin Hunt, and Jean Ledford. Also present were Township Manager, Michael Archinal; Township Attorney, Joe Seward; and approximately 35 persons in the audience.

Call to the Public was made; Paul Rogers of Howell Area Parks and Rec thanked the board for participation in the Marshmallow Drop. Rogers said the Marshmallow Drop went very well. Overall, 552 children were registered for the event. The Moon Glow, fire trucks, and Howell Nature Center were available to families while they waited. Rogers also indicated that he is looking into having the Marshmallow Drop on a fixed day going forward, possibly the first Thursday in April. Rogers also wanted to thank Bordine's for the last minute use of their parking lot to use for shuttling event attendees.

Approval of Consent Agenda:

Moved by Mortensen and supported by Lowe to approve all items listed under the Consent Agenda as requested. The motion carried unanimously.

1. Payment of Bills.

2. Request to Approve Minutes: April 17, 2017

3. Request for approval of \$3,000 payable to the County for match assistance for the Land and Water Conservation Grant for Phase I funding of Filmore County Park.

Approval of Regular Agenda:

Moved by Lowe and supported by Hunt to approve for action all items on the regular agenda as requested. The motion carried unanimously.

4. Public hearing on the Lake Chemung Aquatic Weed Control Special Assessment Project Winter 2017.

A. Call to Property Owners

Dan Goebel, 1500 Westwood Dr., expressed his opposition to the project. He informed the board that certain chemicals in the treatment are considered hazardous and can cause cancer.

David Pickett, 1017 Sunrise Park Dr, is in favor of the project but wanted clarification/itemized list of the Lake Chemung Riparian Association (LCRA) treasurers report. He is concerned with costs listed on the project labeled administration and contingency. Ginny Himich, 1125 Sunrise Park Dr, will provide copies of the treasurer's report.

February 12, 2018

To: Genoa Charter Township Board

From: The Administrative Committee

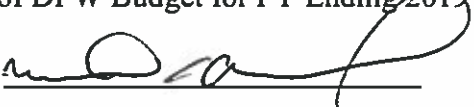
The Township Board has recommended salary increases of 2.5% for all boards and commissions, staff (both hourly and contractual), the Supervisor, Treasurer and Clerk. This increase will be implemented on April 1, 2018 (2018/2019 fiscal year). In accordance with the laws of the State of Michigan all adjustments in pay must be completed 30 days prior to implementation. The following is an estimate of costs related to your request

- The ZBA and Planning Commission chairpersons from \$178.00 to \$182.45 per diem
- ZBA & Planning Commission members from \$168.00 to \$172.20 per diem
- Board of Review is paid \$25.00 per hour (Minimum 3 hour) increased to \$25.63 per hour
- A 2.5% increase for all staff approximately \$18,500.00
- Township Board Trustees from \$195.84 to \$200.74
- The supervisor from \$54,500.00 to \$55,862.50
- The Treasurer and Clerk from \$53,500.00 to \$54,862.50 (\$1,000.00 less than the Supervisor)

A single motion adjusting all salaries with a 2.5 % increase beginning April 1, 2018 would be appropriate.



MEMO

TO: Honorable Members of the Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: February 14, 2018
RE: Approval of DPW Budget for FY Ending 2019
MANAGER REVIEW: 

.....

For consideration at tonight's Board Meeting is the approval of the consolidated utility systems allocation percentage and the DPW Department Budget for the fiscal year (FY) Ending March 31, 2019.

The contract between Genoa Township, the Marion, Howell, Oceola, and Genoa (MHOG) Sewer and Water Authority, and the Genoa-Oceola (G-O) Sewer and Water Authority requires that each board approve the annual proposed allocation percentages for the upcoming fiscal year as well as the DPW Budget. A copy of the proposed allocation percentage for the coming year, as compared to last year, is presented in *Attachment 1* a copy of the projected FY 2018 and proposed FY 2019 Budget is presented in *Attachment 2*.

The DPW Budget covers the expenses associated with Genoa Township personnel, who jointly work to operate the two Genoa Utility Systems of Oak Pointe and Lake Edgewood, as well as the G-O and MHOG systems. In conformance with the Intergovernmental Operations Contract, we are pleased to present the proposed DPW Budget for Fiscal Year Ending March 31st, 2019. In preparation of this budget, we have utilized the 9-month to actual figures, estimated the FY-2018 ending amounts, reviewed the existing vehicle loan status, and utilized the approved salary range table. Following are some key highlights:

- We are projecting that the current fiscal year will finish with a surplus of just over \$7,000. Although small, if this holds after the final audit, this will be the 7th consecutive year the DPW budget has given a surplus refund to the systems. If this projection holds true, we will have given back over \$500,000 since FY2012.

-
- We have adjusted revenues for next fiscal year due to an increase in the number of customers we provide billing services for outside the participating operational entities. In addition, as development is volatile, we did not increase the developer contributions we receive from reviewing, inspecting, and testing new developments that connect to the sewer and water systems. The contribution from the systems had been adjusted based on the approved allocation percentages for this fiscal year. Finally, for vector truck revenue, we projected FY 2019 based on percentages of use through January 31, 2018 and we adjusted the FY2019 revenue to cover the expenses for a full year.
 - Overall, the budget for fiscal year ending March 31, 2019, represents a 6% increase in proposed expenditures for participating utility systems. There are several items impacting our operation that result in this increase, which are summarized below:
 - Under the budget category of vehicle fleet expenses, we have budgeted a significant increase of \$58,913, which represents 40% of the proposed increase for this year. First, we have three years remaining on our current contract and with an additional truck replacement this year, we will have \$191,500 in vehicle loans to repay by the end of the contract. As a result, we are requesting to increase the loan repayment amount from \$27,000 annually to \$63,800. We have also increased repairs, which includes both preventative and corrective maintenance items on our fleet of 20 vehicles as the bulk of the fleet ages. Additionally some of our newer vehicles are due for tires and brakes. A copy of the vehicle maintenance budget has been included for reference. Lastly, we have moved automobile insurance, of which we get a great rate of approximately \$700 annual per vehicle, under this category. A copy of the vehicle loan summary is presented in *Attachment 3* and the vehicle maintenance plan is presented as *Attachment 4*.
 - We have increased our administrative expenses to cover receipting and office space at Genoa Township by 2.5%.
 - Our largest expense is our employees; however we find that a well trained, fully staffed, and experienced work crew provides the best protection for the life and operation of the water and sanitary sewer systems. This past year, is the first year we did not lose a single employee and remained fully staffed through the entire budget year. At the same time, we have initiated and look to add or continue the following efforts for the coming year:
 1. Air release cleaning in the sanitary sewer system
 2. Valve exercising in the water system

-
3. MDEQ required asset management plan implementation for both the sewer and water systems
 4. Increased storm sewer inspection and operation requirements at the waste water treatment plant
 5. Mercury minimization plan implementation with inspection of business
 6. Howell Township WWTP and collection system operations assistance
 7. WWTP expansion project review & coordination
 8. Increased demand on MISS DIG utility locating due to increased construction and improvement projects
 9. Easement and ROW clearing of water and sewer lines
 10. Oak Pointe Water Phosphate Addition resulting in additional residential sampling and performance monitoring
 11. Increased and significant coordination with new developments, including water system operation, increased inspection, taking and running bacteriological samples in house, performing close out inspections and repairs and attendance at pre-construction and progress meetings.
 12. Implementation of OSHA and NFPA70E required Arc Flash training and labelling of control and electrical cabinets.
- The above increased workload has over the past couple of years been added to all of the base and essential duties the utility department is required to complete to meet both State of Michigan and customer demands. We seriously evaluated requesting an additional Operator In Charge Position this year; however, this position, with salaries and benefits, would cost over \$100,000/year. As a result, we are looking to invest in our employees and increase salaries and training opportunities commensurate with their experience and licenses and to remain competitive with other local Utility Operations Positions. Our goal is to retain, which in our opinion, is the best staff we have had in the history of the operation of these systems to meet the recently added increased demands on time and resources.
 - In addition to the salary increases, we are asking to increase the time we grant for 24 hour on-call coverage from 5 to 6 hours for a week. We performed a study and found that many local municipalities provide substantially higher pay for on-call coverage, ranging from \$25 per day to up to 8 hours per week. In addition, we have found that due to our technical improvements of putting SCADA on phones, single person grinder response, and overall improvements to the system, our operators are able to handle more things from home rather than having to get called in or physically respond on site to an after hour emergency. As a result, we have seen a decrease in overtime call-outs. At the same time, by working from home, the frequency of

interruption and time employees spend dealing with problems has not really decreased. For these reasons, our goal is to reach one hour per day, or 7 hours per week, for on call duty to continue to have our employees adequately compensated so that they remain dutiful and motivated to serve our customers after hours.

- Commensurate with the salary increases, items such as payroll taxes and retirement, as they are a flat percentages of gross salary, increased.
- As a result of adding Automated Clearing House payments from checking accounts as well as an automated phone system, we have seen a significant reduction in credit card fees from bill payments, and we are proposing to cut this \$10,000 next year. A copy of the amount of bills being paid through this new billing method is provided in *Attachment 5*.
- The increase to office expenses is a result of items purchased with the Utility Department Credit Card that get charged to this line item. This includes purchases from places we don't have accounts.
- Finally, the vector truck expenses, which are 100% funded by actual work in the systems, have been reduced to reflect actual costs due to our department now having the truck for a full year of service rather than 9 months.

The historical summary of the DPW budget increases since inception is provided in *Attachment 6*. On this DPW budget summary table, we have itemize the 3 additional full time employees, the 6 additional vehicles, the additional software, and the items that were moved from O&M funds into the DPW fund in the past 8 years of operation; all while increasing the rates to the systems modestly at an average of 4% per year.

We will be happy to answer any budget questions and we are asking the board to approve the FY-2019 DPW Budget. Based on the above explanation and attached budget document, we respectfully ask the board to consider the motion presented below:

Moved by _____, supported by _____ to approve the 2018 / 2019 System Labor and Equipment Percentage Allocation and the DPW Budget for FY Ending March 31, 2019.

Exhibit 7
FY 2019 System Labor Equipment Percentage Calculation
(Approved MHOG and GO - 12/20/17)

System	Billed Connections	%	Mile of Pipe	%	Avg. Daily Flow (2016)	%	Storage / Pump Station with Daily Checks	%	Full Time Staff Equivalents to Operate	%	Annual Budget	%	Grinder Pumps & Hydrants	%	Total Avg.
MHOG	5,185	41.73%	138	47.92%	1,732,687	51.43%	8	38.65%	8	33.33%	\$2,574,540	39.95%	1,562	67.59%	45.80%
Genoa-Oceola	4,485	36.10%	91	31.60%	1,166,287	34.62%	6.7	32.37%	7.5	31.25%	\$2,038,226	31.63%	96	4.15%	28.82%
Oak Pointe Sewer	1,330	10.71%	32	11.11%	0	0.00%	2	9.66%	2	8.33%	\$1,030,139	15.99%	433	18.74%	10.65%
Oak Pointe Water	918	7.39%	16	5.56%	339,876	10.09%	3	14.49%	3.3	13.75%	\$454,400	7.05%	144	6.23%	9.22%
Lake Edgewood	506	4.07%	11	3.82%	130,285	3.87%	1	4.83%	3.2	13.33%	\$346,576	5.38%	76	3.29%	5.51%
Total	12,424	100.00%	288	100.00%	3,369,135	100.00%	20.7	100.00%	24	100.00%	\$6,443,881	100.00%	2,311	100.00%	100.00%

System	Existing Allocation %	Proposed Percentage	Difference
MHOG	45.12%	45.80%	0.69%
Genoa-Oceola	29.03%	28.82%	-0.22%
Oak Pointe Sewer	11.04%	10.65%	-0.40%
Oak Pointe Water	9.10%	9.22%	0.13%
Lake Edgewood	5.71%	5.51%	-0.20%

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2017	ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2018	ESMATED FINAL FOR THE YEAR ENDING 3/31/2018	PROJECTED BUDGET FOR THE YEAR ENDING 3/31/2019	INCREASE / DECREASE	NOTES
REVENUES							
000-400-000	FEES - EXCLUDING OPER LABOR						
000-402-000	MARION SEWER (BILLING ONLY)	15,183	19,250	20,244	21,000	1,750	Increase in new customers increases revenue
000-404-000	LAKE EDGEWOOD WATER (BILLING ONLY)	3,099	4,250	4,132	4,150	(100)	Customer's relatively constant
000-405-000	PINE CREEK WATER/SEWER (BILLING ONLY)	10,559	14,000	14,079	14,000	-	Customer's relatively constant
	SUBTOTAL - FEES EXCLUDING OPER LABOR	28,841	37,500	38,455	39,150	1,650	
FEES - INCLUDING OPER LABOR							
000-410-999	OAK POINTE WATER	153,590	204,787	204,787	222,116	17,329	9.22 % of DPW Budget Less Vector Expenditures
000-411-000	OAK POINTE SEWER	186,503	248,671	248,671	256,565	7,894	10.65% of DPW Budget Less Vector Expenditures
000-412-000	MHOG WATER	761,870	1,015,827	1,015,827	1,103,351	87,524	45.80% of DPW Budget Less Vector Expenditures
000-413-000	LAKE EDGEWOOD SEWER	96,494	128,659	128,659	132,739	4,080	5.51 % of DPW Budget Less Vector Expenditures
000-415-000	GENOA/OCEOLA SEWER	490,272	653,696	653,696	694,292	40,596	28.82 % of DPW Budget Less Vector Expenditures
	SUBTOTAL - FEES INCLUDING OPER LABOR	1,688,729	2,251,640	2,251,639	2,409,063	157,423	
VACTOR TRUCK							
000-418-001	OAK POINTE WATER	4,532	6,946	6,043	9,492	2,546	14.84% of Vactor Use
000-418-002	OAK POINTE SEWER	6,798	10,420	9,064	7,100	(3,320)	11.1% of Vactor Use
000-418-003	MHOG WATER	11,329	17,367	15,105	6,876	(10,491)	10.75% of Vactor Use
000-418-004	LAKE EDGEWOOD SEWER	4,532	6,946	6,043	3,608	(3,338)	5.64% of Vactor Use
000-418-005	GENOA/OCEOLA SEWER	18,127	27,786	24,169	38,148	10,362	59.64% of Vactor Use
	SUBTOTAL - VACTOR TRUCK REVENUE	45,318	69,465	60,424	65,224	(4,241)	
OTHER INCOME							
000-420-000	REIMBURSEMENT FROM INSURANCE	11,951	15,500	11,951	5,000	(10,500)	Lower than actual for the year
000-431-000	CONSTRUCTION FEES	30,824	20,000	39,000	20,000	-	Based on New Development Escrow Fees Paid
000-664-000	INTEREST INCOME	-	-	50	50	50	
	HOWELL TOWNSHIP	-	-	2,000	2,500	2,500	Line Item for assistance to Howell Township Sanitary
	SUBTOTAL - OTHER INCOME	42,775	35,500	51,001	25,050	(10,450)	
	TOTAL REVENUE	1,805,663	2,394,105	2,401,518	2,538,487	144,382	
EXPENDITURES							
600-750-500	AUDIT/ACCOUNTING SERVICES	4,685	6,750	6,247	6,750	-	Hold price from previous year
AUTO/TRUCK EXPENSES							
601-700-601	ALLOWANCE	6,750	9,000	9,000	11,400	2,400	Increase, allowance same since 2006
601-700-602	FUEL/WASHING	21,536	37,837	28,715	37,133	(704)	Small reduction based on historic usage
601-700-603	LOAN PAYBACK	20,250	27,000	27,000	63,800	36,800	Increase to have vehicles paid back fully by FY-2021
601-700-604	ROUTINE MAINTENANCE	22,879	22,410	29,000	28,598	6,188	Increase due to age of fleet, many 2011 Vehicles
601-700-605	DEDUCTIBLE/BODY DAMAGE REPAIR	-	2,000	0	2,000	-	Hold
601-700-606	AUTO INSURANCE	-	-	-	14,230	14,230	Moved to auto expense and out of insurance to track better
	TOTAL AUTO/TRUCK EXPENSES	71,415	98,247	93,715	157,160	58,913	
ADMINISTRATIVE EXPENSES							
602-700-621	RECEIPTING	23,333	31,110	31,110	31,887	777	2.5% Increase to cover employee raises
602-700-622	OFFICE RENT & SUPPLY	18,056	24,075	24,075	24,700	625	2.5% Increase to cover increased redundancy such as generator for server
	TOTAL ADMINISTRATIVE EXPENSES	41,389	55,185	55,185	56,587	1,402	
COMPUTER/SW EXPENSES							
603-700-631	COMPUTER HARDWARE EXPENSES	1,037	2,500	1,037	2,000	(500)	Lower, do not need office computers, one replacement
603-700-632	COMPUTER SOFTWARE EXPENSES	749	2,500	749	1,000	(1,500)	Lower based on actual expenses
603-700-653	AIR CARDS/JETPACKS	-	2,000	2,000	2,500	500	Previously paid out of phone bill, actual costs
	TOTAL COMPUTER/SW EXPENSES	1,786	7,000	3,786	5,500	(1,500)	

GENOA TOWNSHIP - DPW FUND #503
ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/18
COMPARED TO ACTUAL FOR 9 MONTHS ENDING 12/31/17

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2017	ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2018	ESIMATED FINAL FOR THE YEAR ENDING 3/31/2018	PROJECTED BUDGET FOR THE YEAR ENDING 3/31/2019	INCREASE / DECREASE	NOTES
604-700-640	PROFESSIONAL DEVELOPMENT						
604-700-641	EMPLOYEE	6,427	10,405	8,569	13,700	3,295	Speaking at MWEA conference in FY 2019
604-700-642	INTERNAL TRAINING	1,631	5,000	2,175	5,000	-	Hold, covers first aid, cpr, monthly safety training
	TOTAL PROFESSIONAL DEVELOPMENT	8,058	15,405	10,744	18,700	3,295	
606-700-660	CONTINGENCY	-	5,000	0	0	(5,000)	Delete line item, use reserves or other line items
608-700-680	EMPLOYER'S PAYROLL TAXES	79,553	101,994	106,071	108,198	6,204	Function of payroll tax rates times gross salaries
609-700-690	GIS						
609-700-691	LUCITY WORK ORDER IMPLEMENTATION	37,062	30,000	37,862	0	(30,000)	Fully implemented in last fiscal year - Delete Line Item
609-700-692	ANNUAL LUCITY DUES	-	16,500	-	11,250	(5,250)	FY2019 - 15 Licenses. FY2018 license fees in WD Implementation
609-700-693	ARC GIS ON-LINE LICENSES	5,472	5,000	5,472	6,000	1,000	All Arc-GIS data now online, access to all staff and townships
609-700-694	ROUTINE GIS MAINTENANCE	33,315	25,000	41,000	50,000	25,000	Have fallen behind in updates, need to catch up and digitize c.s.
609-700-695	DATABASE CLEANUP	3,478	-	3,478	0	-	Project Complete - Delete Line Item
609-700-697	HARDWARE (TABLETS)	1,508	2,500	1,508	1,500	(1,000)	Plan for replacement tablets for staff
	TOTAL GIS	80,835	79,000	89,320	68,750	(10,250)	
612-700-700	INSURANCE						
612-700-701	BC/BS MICHIGAN	188,979	224,123	251,972	227,353	3,230	Percentage of inc based on BS/BS, Dental included in FY2018
612-700-702	EHIM	42,525	66,675	56,700	66,675	-	Hold based on historical expense of self insured amount
612-700-706	WELLNESS PROGRAM	5,163	10,043	6,884	10,303	260	2nd Year of Program, benefits in employee health
612-700-703	LIFE/DISABILITY	12,957	14,510	17,276	14,879	369	Projected less expensive than FY2018 due to decrease in rates
612-700-704	WORKERS COMPENSATION	30,356	47,508	40,475	41,658	(5,850)	Workers comp rates were lowered for water and sanitary workers
612-700-705	PROPERTY/LIABILITY INSURANCE	30,093	34,977	40,124	23,713	(11,264)	Moved vehicle to auto section
612-700-706	DENTAL INSURANCE	-	-	-	26,228	26,228	New Line Item, Previously Under Medical
	TOTAL INSURANCE	310,073	397,836	413,431	410,809	12,973	
613-700-730	LEGAL FEES	-	1,500	0	1,500	-	Hold in case needed
615-700-730	CREDIT CARD FEES	6,326	20,000	8,435	10,000	(10,000)	Seeing a reduction due to payment line, ACH, etc..
616-700-740	EMPLOYEE RECRUITING						
616-700-741	ADVERTISING	-	2,000	0	2,000	-	Hold in case of vacancies
616-700-742	BACKGROUND CHECK	-	500	0	500	-	Hold in case of vacancies
616-700-743	PRE-EMPLOYMENT PHYSICALS/DRUG SCREEN	1,237	500	1,237	500	-	Hold, higher this year as CDL physicals went in this line item
616-700-744	CDL PHYSICALS AND DRUG TESTING	-	-	-	650	650	Annual license physicals - as needed for drivers
	TOTAL EMPLOYEE RECRUITING	1,237	3,000	1,237	3,650	650	
617-700-751	OFFICE EXPENSES						
617-700-752	FURNITURE/CAPITAL	-	2,500	0	1,500	(1,000)	Reduce, no planned expense
617-700-753	SUPPLIES	8,001	5,100	10,668	11,000	5,900	DPW Credit Card Purchases booked to this line item
617-700-754	POSTAGE & SHIPPING	6,231	9,000	8,308	9,000	-	Postage on Bills, hold
	TOTAL OFFICE	14,232	16,600	18,976	21,500	4,900	
618-700-770	OTHER EXPENSES	-	1,000	0	0	(1,000)	Delete Line Item
627-700-790	RETIREMENT	101,246	130,518	134,995	138,347	7,829	Function of 10% of gross salaries
630-700-800	SALARIES						
630-700-801	STRAIGHT TIME	912,213	1,204,400	1,216,284	1,268,912	64,512	5.3% in wages, due to cost of living, promotions for licenses, etc...
630-700-806	OVERTIME	72,731	91,919	96,975	106,100	14,181	15.4% Increase based on actual overtime in FY 2018 and one hour on call increase
	TOTAL SALARIES	984,944	1,296,319	1,313,259	1,375,012	78,693	
640-700-820	SUPPLIES & TOOLS	3,117	3,500	4,156	3,500	-	Hold - meter installation tools

GENOA TOWNSHIP - DPW FUND #503
ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/18
COMPARED TO ACTUAL FOR 9 MONTHS ENDING 12/31/17

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2017	ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2018	ESIMATED FINAL FOR THE YEAR ENDING 3/31/2018	PROJECTED BUDGET FOR THE YEAR ENDING 3/31/2019	INCREASE / DECREASE	NOTES
651-700-830	TELEPHONE						
651-700-832	ANSWERING SERVICE	3,193	4,000	4,257	4,500	500	Increase as port city has increases rates per call
651-700-833	CELL PHONE ALLOWANCE	16,169	19,610	5,700	19,610	-	Hold - same number of employees
651-700-834	CELL PHONES	5,783	4,000	2,700	2,700	(1,300)	Paid for tablets and jet packs
651-700-836	CUSTOMER LINE	370	350	493	500	150	Small increase for 1-800 customer line
	TOTAL TELEPHONE	25,515	27,960	13,151	27,310	(650)	
699-700-861	TRANSFERS TO EQUIPMENT RESERVES	30,000	40,000	40,000	40,000	-	Hold
699-700-862	TRANSFERS TO PERSONNEL RESERVES	750	1,000	1,000	1,000	-	Hold
705-700-870	UNIFORMS & PROTECTIVE CLOTHING						
705-700-871	UNIFORMS	5,005	6,000	6,673	6,500	500	Small increase, price of hats, shirts, etc...
705-700-872	PANT ALLOWANCE	-	4,050	4,050	4,050	-	Hold, no increase in employee numbers
705-700-872.5	SAFETY BOOTS	4,275	4,275	5,700	5,700	1,425	Increase based on historic expense for safety footwear
705-700-873	SAFETY/PPE	2,920	2,500	3,893	4,000	1,500	Employee PPE equipment, hard hats, glasses, gloves, etc...
	TOTAL UNIFORMS & PROTECTIVE CLOTH.	12,200	16,825	20,317	20,250	3,425	
706-700-875	VACTOR TRUCK						
706-700-876	VT - FUEL	2,965	7,500	3,953	4,500	(3,000)	Reduce base on actual usage
706-700-877	VT - EQUIPMENT/TOOLS	488	3,500	651	1,000	(2,500)	Truck is equipped, replacements
706-700-878	VT - ANNUAL LOAN PAYMENT	38,223	50,964	50,964	50,964	-	Annau amount
706-700-879	VT - REPAIRS	3,641	7,500	4,855	7,500	-	Hold amount, truck increasing in age
	TOTAL VACTOR TRUCK	45,317	69,464	60,423	63,964	(5,500)	
	TOTAL EXPENDITURES	1,822,678	2,394,103	2,394,445	2,538,487	144,384	6.0%
	CHANGE IN FUND BALANCE	(17,015)	2	7,074	-		
	BEGINNING FUND BALANCE	144,625	144,625	60,002	67,076		
	REFUNDS TO W/S DISTRICTS	(84,625)	(84,625)	0			
	ENDING FUND BALANCE	42,985	60,002	67,076	67,076		
		12/31/2017	3/31/2018	3/31/2018	3/31/2019		

Genoa Twp.
 Loans by fund #489 G/O New User To
 fund #503 DPW

Fund #489 has made loans to Fund #503 DPW. The loan proceeds and payback are as follows:

There is no interest charged on the loans.

<u>Date</u>	<u>Action</u>	<u>Amount</u>	<u>Check #</u>	<u>Running Balance</u>	<u>Date check written</u>
3/31/2011	Loan	245,508	NA	245,508	NA
6/30/2011	Pmt	(16,037)	1751	229,471	6/23/2011
9/30/2011	Pmt	(16,037)	1849	213,434	9/22/2011
12/31/2011	Pmt	(16,037)	1928	197,397	12/7/2011
3/29/2012	Loan	82,568	NA	279,965	NA
3/31/2012	Pmt	(16,037)	2040	263,928	3/19/2012
6/30/2012	Pmt	(16,037)	2115	247,891	6/8/2012
9/30/2012	Pmt	(16,037)	2206	231,854	9/13/2012
12/31/2012	Pmt	(16,037)	2304	215,817	12/20/2012
3/31/2013	Pmt	(16,037)	2382	199,780	3/15/2013
6/30/2013	Pmt	(16,037)	2521	183,743	6/27/2013
9/16/2013	Loan	21,912	NA	205,655	New van/accessories
10/5/2013	Loan	35,298	NA	240,953	New van/accessories
10/18/2013	Pmt	(16,037)	2642	224,916	10/18/2013
12/19/2013	Pmt	(16,037)	2698	208,879	12/19/2013
3/5/2014	Pmt	(16,037)	2768	192,842	3/5/2014
5/28/2014	Pmt	(16,037)	2859	176,805	5/28/2014
9/30/2014	Pmt	(16,037)	2951	160,768	9/9/2014
12/31/2014	Pmt	(16,037)	3089	144,731	1/12/2015
3/31/2015	Pmt	(16,037)	3163	128,694	3/17/2015
6/30/2015	Pmt	(16,037)	3251	112,657	6/17/2015
9/30/2015	Pmt	(16,037)	3357	96,620	9/14/2015
12/31/2015	Pmt	(16,037)	3449	80,583	12/30/2015
3/31/2016	Pmt	(16,037)	3541	64,546	3/21/2016

6/30/2016	Pmt	<u>(16,037)</u>	3643	48,509	6/21/2016
6/30/2016	Loan	371,732	NA	420,241	Vector truck loan
2/8/2017	Loan	135,000	1115	555,241	CRANE TRUCK LOAN
5/22/2017	Pmt	(37,132)	Transfer	518,109	5/22/17 balance

Payments which will be made by 3/31/18

Vehicle loans	(27,000)	491,109
Vector truck loan	(50,964)	<u>440,145</u>

Balance will be @ 3/31/18 If above Pmts are made

(27,000)
(50,964)
↑
Per Budget

<u>Vector</u>
371,732
- 37,132
- 50,964
<hr/>

<u>Other Vehicles</u>
48,509
+ 135,000
<hr/>
\$183,509
- 27,000

Beginning Balance \$283,436
FY 2019

→ \$156,509
+ 35,000 (New Truck FY 2019)

FY 2019 : - 50,964

\$191,509 (Note: 3 Yr. Payback)

FY 2020 : - 50,964

Payback \$63,800.

FY 2021 : - 50,964

\$130,444 (Residual)

Genoa DPW
FY 2019
Truck Maintenance Account

ATT4

General Information						Asset Management							FY 2019 Maintenance Costs					
MHOG TRUCK ID# (internal)	DIVISION	Primary Driver	MAKE/MODEL	PLATE #	VIN #	FY Year Purchased	Jan 31 2018 Mileage	Vehicle Age April 1, 2018	Miles per Year	Goal Mileage	Mileage Expectancy (Yr.)	Actual Expectancy (Yr.)	FY Year to Replace	Tires	Brakes	Major Repairs	Oil Changes	Misc. (Wipers, etc...)
#01	Water	MHOG WTP	RANGER 4 X 4	097 X 798	1FTLR1F878PA39206	2012	49,979	7	7,493	75,000	10.0	9	2021	\$0	\$0	\$0	\$85	\$120
#02	Wastewater	Dave Miller	Silverado 1500	097 X 265	1GCVKNE45GZ268656	2016	16,629	2	9,957	100,000	10.0	6	2022	\$0	\$0	\$0	\$114	\$120
#03	Water	Meter Truck/Austin	FORD 150 w/ CAP	023 X 686	1FTNF1ET96KD98690	2016	80,223	3	30,046	100,000	3.3	4	2020	\$0	\$0	\$1,000	\$343	\$120
#04	Water	Alex Chimpouras	Silverado 1500	066 X 946	1GCVKNEH2GZ272051	2016	17,147	2	10,268	100,000	9.7	9	2022	\$0	\$0	\$0	\$117	\$120
#05	Wastewater	Scott Lowe	FORD 150	097 X 799	1FTMF1EM98KD33886	2012	70,751	7	10,607	100,000	9.4	8	2020	\$0	\$0	\$1,000	\$121	\$120
#06	Wastewater	WWTP	RANGER 4 X 4	097 X 801	1FTLR1FE58PA39205	2012	56,065	7	8,406	75,000	8.9	8	2022	\$0	\$0	\$2,000	\$96	\$120
#07	Water	WTP	FORD 150 2WD	097 X 800	1FTMF1CM5CKD63827	2013	39,830	6	7,025	100,000	14.2	8	2019	\$0	\$0	\$0	\$0	\$0
#08	Wastewater	Jim Aulette	FORD 150	097 X 802	1FTMF1EM78KD33885	2012	59,180	7	8,873	100,000	11.3	8	2020	\$900	\$0	\$1,000	\$101	\$120
#09	Water	MISS DIG	GMC Sierra 1500	097 X 803	1GTN2L6H1GZ206191	2016	22,236	2	13,315	100,000	7.5	5	2021	\$1,000	\$0	\$0	\$152	\$120
#10	Wastewater	Brian Czuprenski	FORD 150	097 X 804	1FTMF1EM38KD33883	2012	68,919	7	10,333	100,000	9.7	9	2021	\$0	\$0	\$1,000	\$118	\$120
#11	Water	Dave Estrada	RAM 2500	097 X 805	3G7WR5AJOHG596834	2017	11,445	1	17,082	100,000	5.9	6	2018	\$0	\$0	\$0	\$195	\$120
#12	Wastewater	Chris Lewis	FORD 250	097 X 806	1FTBF2B658EC25606	2012	58,371	7	8,751	125,000	14.3	9	2021	\$1,200	\$600	\$0	\$100	\$120
#13	Wastewater	Dan Schlack	FORD 250	097 X 807	1FTBF2B678EC25607	2012	82,286	7	12,397	100,000	8.1	8	2020	\$0	\$0	\$1,000	\$141	\$120
#14	Water	WTP	FORD 250	097 X 808	1FTBF2B698EC25608	2012	77,968	7	11,689	100,000	8.6	8	2020	\$500	\$750	\$1,000	\$133	\$120
#15	Water	Aaron Korpela	FORD 350	097 X 809	1FDRF3HT1BEG42528	2012	28,434	7	4,263	100,000	23.5	10	2022	\$750	\$750	\$1,000	\$49	\$120
#16	Wastewater	Summer Intern	RANGER 4 X 2	108 X 604	1FTKR1AD88PA37605	2012	29,642	7	4,444	75,000	16.9	10	2022	\$0	\$0	\$0	\$0	\$0
#17	Water	Distribution	FORD 150	100 X 844	1FTMF1EM2DKE32794	2014	55,175	5	11,815	100,000	8.5	7	2021	\$0	\$0	\$1,000	\$135	\$120
#18	Wastewater	Grinder Van	Ford E350	100 X 907	1FTSE3EL0DD834505	2014	15,168	5	3,248	100,000	30.8	8	2022	\$0	\$0	\$750	\$37	\$120
#20	Water	Distribution	Silverado 1500	103 X 153	1G6NKP6H9FZ302415	2016	92,388	3	12,130	100,000	10.0	8	2024	\$0	\$0	\$1,000	\$133	\$120
#22	Wastewater	Collections	F750	097 X 810	3FRXF7FL1FV657237	2017	4,325	1		50,000	10.0	10	2027	\$0	\$0	\$0	\$350	\$120
														\$4,350	\$2,100	\$11,750	\$2,518	\$2,160

Category	Budget #'s
Sum Repairs	\$22,878
Contingency (25%)	\$5,719.53
Total Repairs	\$28,597.67
Deductibles	\$2,000.00
Major Repair	\$2,000.00
Major Repairs	\$4,000.00

Fuel Usage	\$35,364
Contingency (5.0%)	\$1,768.21
Total	\$37,133

AGH Payments												
Posts 15th of month	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
MHOG												
Batch 1		\$11,167.72			\$18,518.33			\$5,825.89			\$28,648.19	
Batch 2		\$8,299.27			\$5,074.40			\$32,046.46			\$28,506.17	
Batch 3											\$20,380.12	
Total		\$19,466.99			\$23,592.73			\$37,872.15			\$72,482.48	
Oak Pointe												
Total			\$12,453.70			\$15,520.55			\$23,878.68			\$25,491.10
Lake Edgewood & Pine Creek												
Lk. Edgewood	\$1,260.01			\$1,848.29			\$2,700.13			\$2,845.43		
Pine Creek	\$3,848.68			\$2,376.87			\$3,010.21			\$8,776.77		
Total	\$5,108.69			\$4,225.16			\$5,710.34			\$11,622.20		

Yearly Total	Estimated Savings
\$257,224.77	\$7,716.74

**DPW Operations
Historical Budget Trend
FY 2012 - FY 2019**

HISTORICAL SUMMARY	
DPW Budgeted Amount FY Ending 2019	\$2,538,487
Original DPW Budget FY Ending 2012	\$1,909,249
Years of DPW Operation	8
Increase Per year	4.12%
Rate of Inflation 2011 - 2018	2.10%

Additional Staff **3 FTEs**

Meter Reading - Part to Full
Adminstrative Assistance
MISS Dig

Additional Vehicles **6 Vehicles**

Grinder Van
Truck 17 - F-150
MISS DIG (2016)
Truck 20 Silverado
Vactor Truck (2017)
Crane Service Truck (2018)

Additional Software

BSA Software
Server and GIS Upgrade (2017)
Lucity (2018)

Line Items Moved from System O&M Funds

GIS



MEMO

TO: Honorable Members of the Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: February 14th, 2018
RE: Lake Edgewood Sewer, Oak Pointe Sewer, and Oak Pointe Water Budget Approvals

MANAGER REVIEW: 

.....

For consideration at tonight's Board Meeting are budget and rate approvals for the Lake Edgewood Sanitary Sewer System, the Oak Pointe Sanitary Sewer System, and the Oak Pointe Water System. We have worked with Pfeffer, Hanniford & Palka CPA's to develop the information and rate recommendations for tonight's meeting. In the following sections, we present the current fiscal year budget, the 9-Month Budget to Actual Report, an amended FY 2018 Budget, the proposed FY 2019 Operating Budget, utility rate change recommendations, and historic financial summary tables.

Lake Edgewood Sewer System

Presented as *Attachment 1A* is the budget summary sheet for the Lake Edgewood Sewer System. One year ago, we proposed an original budget for Lake Edgewood that was predicted to finish with a small surplus of \$7,266. Through 9-months, we are pleased to report that our revenues have exceeded expenditures by \$75,081. The largest expenses to Lake Edgewood this year have been labor, sludge disposal, and electric. Most of the plant line items expenditures were below projections, including large savings on plant equipment. Utilizing our 9-month to actual data, we have developed an amended budget that results in a planned surplus of \$51,127 for the year. This includes higher than projected costs for grinder pumps and an increase in the transfer to capital improvement reserves from \$10,000 to \$30,000.

Presented in *Attachment 1B* is a rate, flow, and financial summary for the Lake Edgewood Sewer System. Prior to 2009, new user funds had been used to bridge the gap between expenditures and revenue. In 2009, we recommended a 10% rate increase to combat the issue of limited growth in the system and establishing a funding mechanism for the long term viability of this system. You can see from historic rate trends that rates and rate increases have stabilized for the Lake Edgewood System over the past 7 years with rate increases between 0 – 3%. In addition, we have been able to keep revenues just above expenses, to continue to maintain a safe fund balance for the utility. We are recommending no rate increase to the metered sewer customers; however, we are recommending an increase to flat rates from \$130.00 to \$133.90 per quarter.

We are recommending this adjustment for two reasons: 1) If an average metered customer uses 20,000 gallons per quarter, at \$6.82/1,000 gallons, or \$136.40/quarter they are paying more than a flat rate customer and, 2) the Flat Rate customers have grinder pump service to their homes, which are a higher maintenance cost than the metered gravity connections.

Looking forward to the budget for FY2019, we are optimistic that the new equalization project will reduce chemical and electrical costs as we will only be operating one SBR tank. We budgeted conservatively for these anticipated changes by not lowering chemical and reducing electrical by 18%. Progress on the equalization project is occurring, presented as *Attachment 1C* are some photographs of the tank demolition as well as the initial pipe and pump base installation.

Oak Pointe Water System

Presented as *Attachment 2A* is the budget summary sheet for the Oak Pointe Water System. One year ago, we proposed an original budget for the Oak Pointe Water system that was predicted to finish with a small deficit of \$9,292. Through 9-months and due to a very dry summer our revenues exceed expenditures by \$47,148. This past year we implemented a phosphate addition system to improve water quality, which resulted in higher than projected costs for laboratory and engineering. The largest higher than projected costs from this fiscal year is plant equipment, we had to rebuild Well No 2 twice. The first rebuild was scheduled and planned as a preventative maintenance procedure. However, shortly after having the well reinstalled, a check valve failed on the well discharge line, which resulted in the system water back flowing down into the well. As a result, sand from the filters entered the well casing seizing the pump. We had to pull the well and fully redevelop the well, which was very labor intensive. Finally, we installed a VFD on Well No. 2 to match flows with Well 1 so that chemical feed rates can remain constant as the wells alternate operation. Due to these unforeseen expenditures, and using the 9-month budget to actual numbers, we are projecting a deficit in the Oak Pointe water budget of \$32,010 for FY 2018.

For FY 2019, we are requesting a 3% rate adjustment to metered water customers. Regarding the line items in FY2019 budget; engineering was returned to historic levels and plant equipment continues to be one of the most expensive line items, which is necessary to maintain a plant that is approaching an age of 25 years. Labor was also increased due to the DPW budget projections and the approved allocation percentage. Usage an average production value from the past three years, we are projecting that usage will be slightly lower than FY2018, and we are projecting a small surplus of \$1,488 despite the 3% rate increase.

Presented in *Attachment 2B* is a rate, flow, and financial summary for the Oak Pointe Water System from 2001 until present day. With variable flow based lawn irrigation associated closely with changing weather conditions through the year, it is difficult to predict precise revenue numbers for the Oak Pointe Water System. Despite the variability of the weather, we are pleased that rates have stabilized over historic numbers and that we have been able to have revenues exceed or fall just slightly below expenses.

Oak Pointe Sewer System

Presented as *Attachment 3A* is the budget summary sheet for the Oak Pointe Sewer System. This is the third year we operated the system following the conversion of the Oak Pointe Wastewater Plant to an equalization pump station to transport flows to the Genoa – Oceola WWTP. To cover the cost of the \$6,000,000 capital improvement, on November 1, 2014 residents began paying an average of \$75 more per quarter (\$300 annually) in debt charges on their utility bill. As a result, there was and remains a goal to not increase operation and maintenance rates for as long as possible for the residents of Oak Pointe due to the new burden of the sewer debt.

We budgeted a small deficit this year for the Oak Pointe Sewer System, and through 9 months, we are pleased to report are generating a surplus, with revenues exceeding expenses by \$64,008. Utilizing our 9-month to actual data, we have developed an amended budget that results in a surplus of \$30,065. For FY 2018, we are not requesting a rate increase. We have developed a budget that results in a deficit of \$19,003, but with our fund balance exceeding our 6-month operation reserve goals, we are comfortable projecting this small loss.

Presented in *Attachment 3B* is a rate, flow, and financial summary for the Oak Pointe Sewer System from 2001 until present day. You can see from historic rate trends that rates and rate increases have stabilized for the Oak Pointe system over the past seven years as we have not had a commodity rate increase since 2011. However, it should be noted that the debt charges were and remain a significant increase to the residents. In addition, we have been able to keep operating revenues just above or near expenses, to continue to maintain a safe fund balance for the utility.

Budget Recommendations

Based on the above explanation and the attached documents, please consider the following motions to adopt the budget and rate recommendations:

Moved by _____, supported by _____ to amend the FY 2018 and approve the FY 2019 Operating Budgets for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System.

Moved by _____, supported by _____ to increase the Lake Edgewood flat rate sewer charges from \$130.00 / quarter to \$133.90 / quarter.

Moved by _____, supported by _____ to increase the Oak Pointe metered water charges from \$3.52/1,000 gallons to \$3.62 / 1,000 gallons.

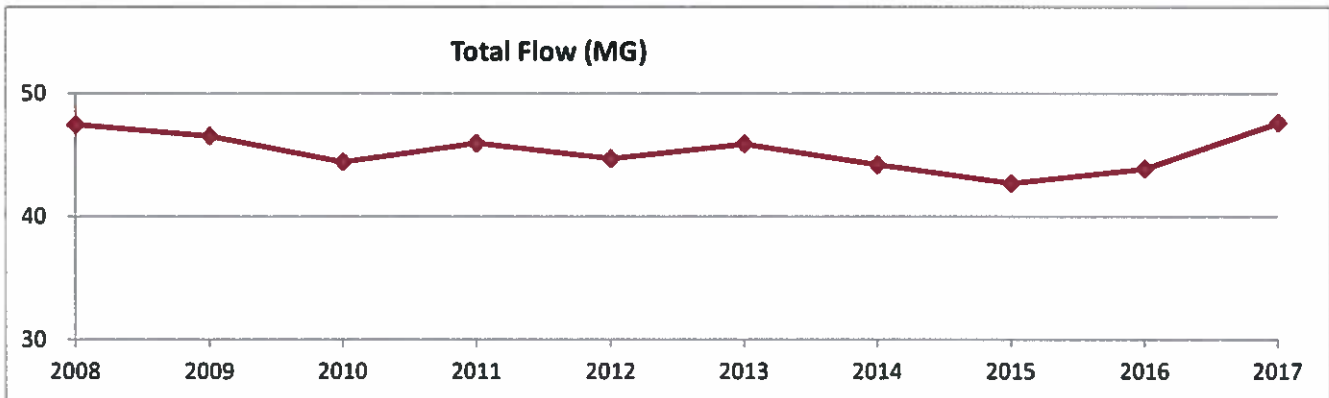
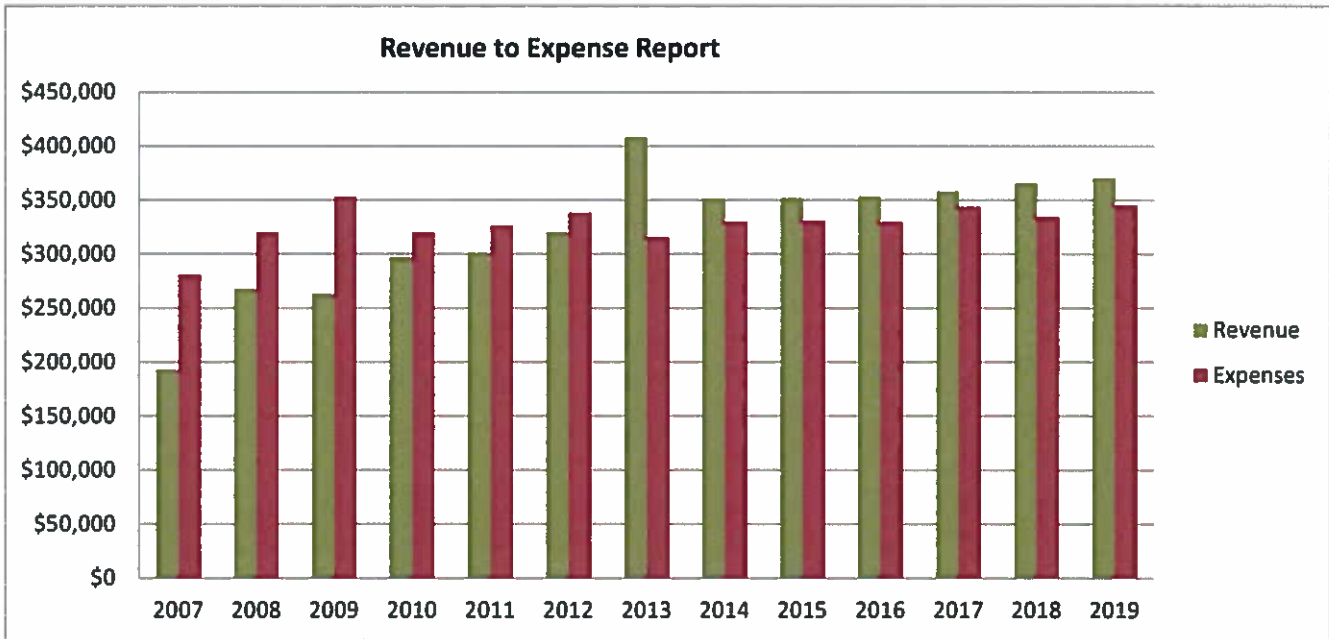
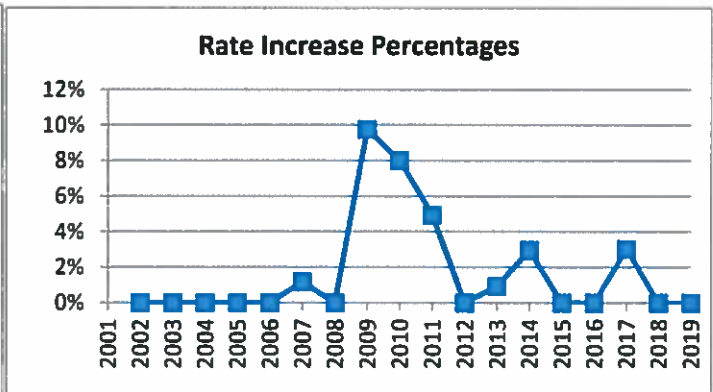
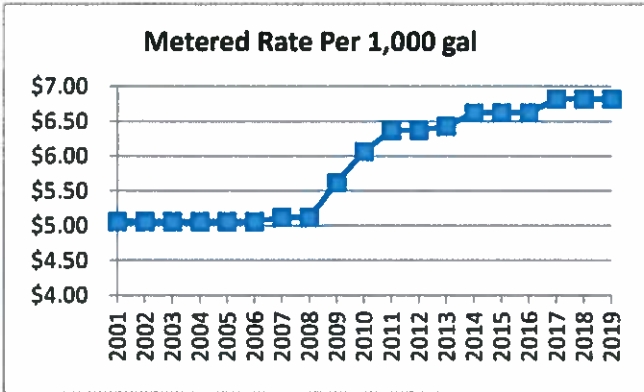
CHARTER TOWNSHIP OF GENOA
 LAKE EDGEWOOD SEWER SYSTEM
 1 YEAR BUDGET ENDING 3/31/18 COMPARED
 TO ACTUAL FOR 9 MONTHS ENDING 12/31/17
 Budget Worksheet Amended 3-31-18
 Budget Worksheet Original 3-31-19

ACCT #	DESCRIPTION	SEWER BUDGET FOR THE YEAR ENDING 3/31/18	SEWER ACTUAL FOR THE 9 MONTHS ENDING 12/31/17	VARIANCE	PROPOSED REVISIONS FOR YEAR ENDING 3/31/18	PROPOSED AMOUNTS FOR YEAR ENDING 3/31/19	NOTES
REVENUES							
000-400-002	Billings - operations	350,842	286,417	(64,425)	360,122	367,756	Current Rates - Metered \$6.82 & Flats \$130 Metered remains same @ \$6.82; Flats increase 3% to \$133.90
000-407-002	Contributions - other	-	-	-	-	-	
000-420-002	Income - other	500	837	337	837	500	Estimate
000-499-002	Trans - in DPW # 503	2,500	4,846	2,346	4,846	2,500	Estimate
000-500-002	Trans - in LE new user	-	-	-	-	-	
000-664-002	Income - interest	-	-	-	-	-	
	TOTAL INCOME	353,842	292,100	(61,742)	365,805	370,756	
EXPENSES							
500-600-002	Accounting/auditing	6,000	2,250	3,750	5,750	6,000	Estimate
500-609-002	Chemicals	10,000	5,145	4,855	7,500	10,000	Lower this year, and hold for next year pending equalization, should lower chemical use
500-616-002	Capital Project - Engineering for Equalization	-	-	-	-	-	Will finish Equalization this year, paid out of reserves
500-616-002	Capital Project - Tractor	-	11,925	(11,925)	11,925	5,000	New tiller for Lake Edgewood
500-627-002	Engineering - general	-	-	-	-	-	None known at this time
500-630-002	Engineering - separate projects	-	-	-	-	-	None known at this time
500-639-002	Insurance	2,500	1,720	780	1,720	2,500	Keep budget amount the same.
500-642-002	Labor, Equipment, & Materials	129,000	96,494	32,506	129,000	132,000	DPW budget project for this year
500-648-002	Laboratory costs	10,000	4,873	5,127	8,500	8,500	Still have to pay for G-O analysis as well, \$2,000
500-654-002	Legal fees	500	-	500	-	500	Hold
500-657-002	Licenses, Fees, Permits	5,000	3,000	2,000	6,650	6,650	Biosolids + Annual Permit Fee
500-660-002	Miss Dig	500	-	500	500	500	Portion of Genoa Miss Dig fee
500-663-002	Office expenses	200	70	130	100	200	Hold for next year, do not anticipate anything major
500-669-002	Refunds & adjustments	100	-	100	-	100	Keep in budget as standard amount
500-673-002	R & M - Building	1,000	-	1,000	570	1,000	Cost for heater, lights, etc...
500-675-002	R & M - Grounds	1,000	340	660	2,000	1,000	Had basins bulldozed in January to slope them properly
500-676-002	R & M - Scada Web Maint. & Cell	3,000	-	3,000	2,700	2,800	Possible programming changes with EQ tank
500-677-002	R & M - Plant equipment	25,000	2,785	22,215	5,000	25,000	Replacement of components, cleaning, after EQ tank
500-678-002	R & M - Grinder pumps	7,500	7,606	(106)	10,000	10,000	Repair and replacement of grinder pumps
500-679-002	R & M - Lines	5,000	363	4,637	363	2,500	Do not anticipate much line work - possible air release
500-681-002	R & M - Pump stations	10,000	4,112	5,888	5,000	15,000	Possible replacement pump
500-682-002	R & M - Snowplowing/mowing	4,500	4,118	382	5,000	5,000	More frequent mowing and plowing due to weather
500-684-002	R & M - Generators	5,000	5,227	(227)	5,500	6,000	Repair to Lake Edgewood's three generators
500-686-002	R & M - Sewer line cleaning	5,000	-	5,000	1,500	5,000	Reimburse DPW for Vactor Expense
500-687-002	R & M - Other	1,000	-	1,000	-	1,000	Hold
500-688-002	R & M - Backups	1	-	1	-	1	Place holder
500-690-002	Sludge disposal	30,000	19,919	10,081	30,000	30,000	Payment to Hartland and G-O for transport and pressing
500-692-002	Telephone	4,200	1,644	2,556	2,200	2,500	Down to one phone number
500-696-002	Tools & supplies	750	-	750	-	750	Hold for next year, do not anticipate anything major
500-698-002	Tools & supplies - all systems	3,000	868	2,132	1,200	3,000	All systems shared, reduce based on actual amounts
500-700-002	Trans out - Capital Impr. Repl. Reserve	10,000	-	10,000	30,000	10,000	Increase transfer for FY2018, Keep budgeted amount for FY2019
500-702-002	Utilities - electric	60,000	40,230	19,770	55,000	45,000	Reduce due to EQ, will only operate one tank.
500-703-002	Utilities - water	225	69	156	200	200	MHOG water usage, reduce slightly
500-704-002	Utilities - gas	3,000	1,516	1,484	3,000	3,000	Hold, winter months currently
500-707-002	Utilities - sewer BTS (Davita)	3,600	2,745	855	3,800	4,000	Anticipate Brighton Twp. Increase
	TOTAL EXPENSES	346,576	217,019	129,557	334,678	344,701	
	Net revenues/expenses	7,266	75,081	67,815	31,127	26,055	
	Beginning fund equity (deficit)	500,110	500,110	-	500,110	531,237	
	Ending fund equity (deficit)	507,376	575,191	67,815	531,237	557,292	

Lake Edgewood Sewer

1B

Rate, Flow and Financial Summary







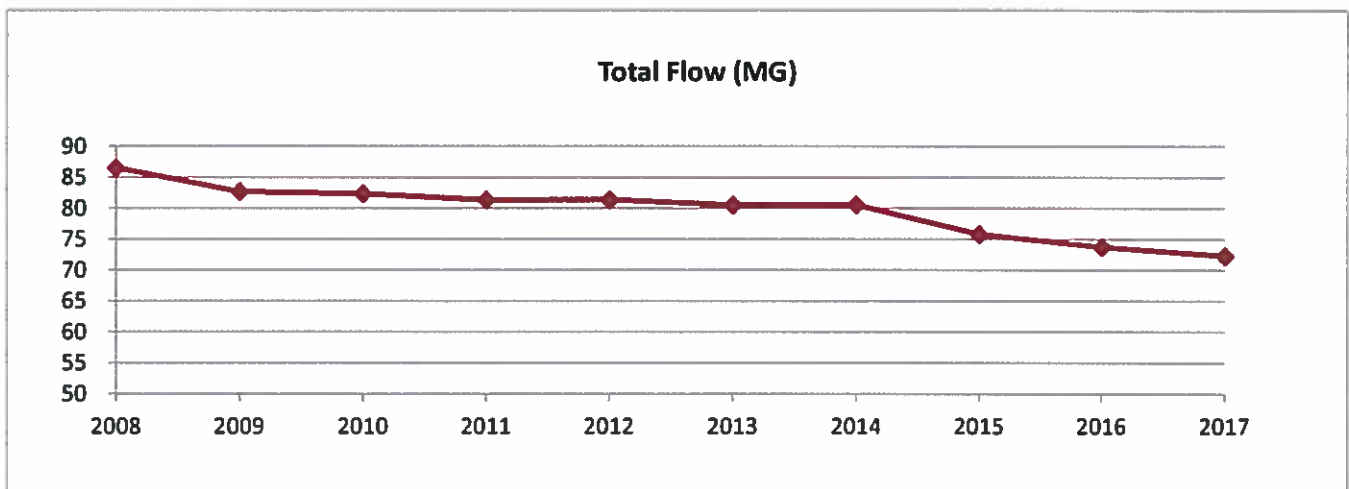
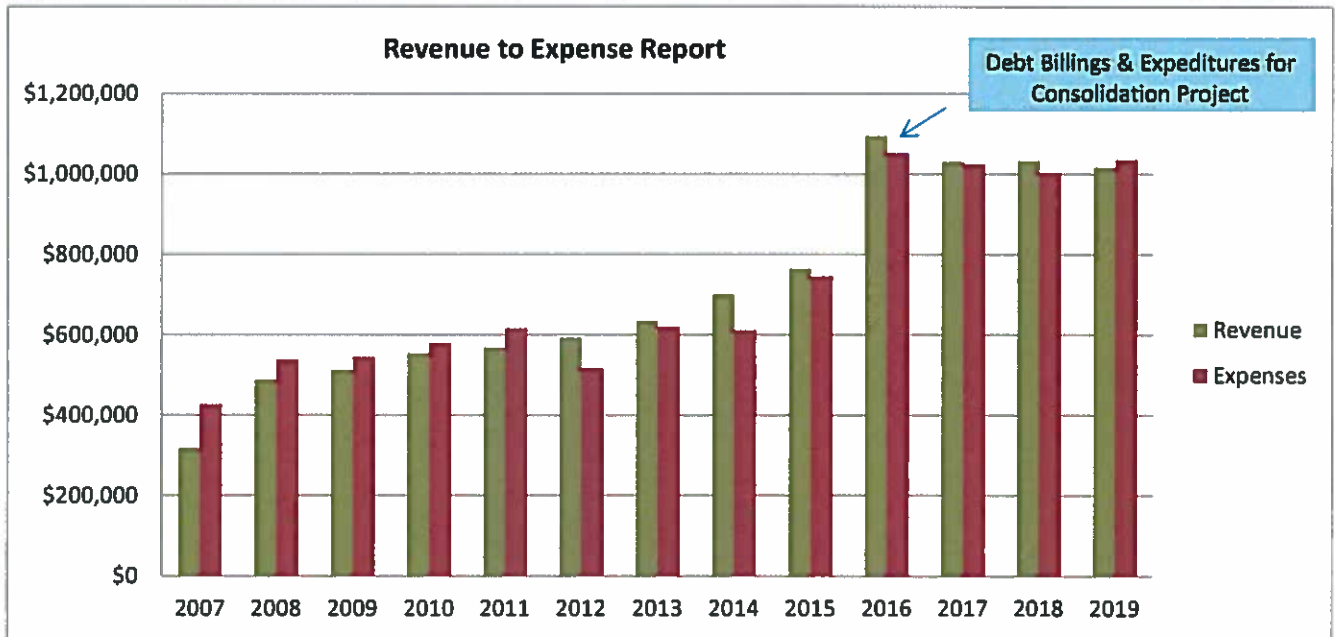
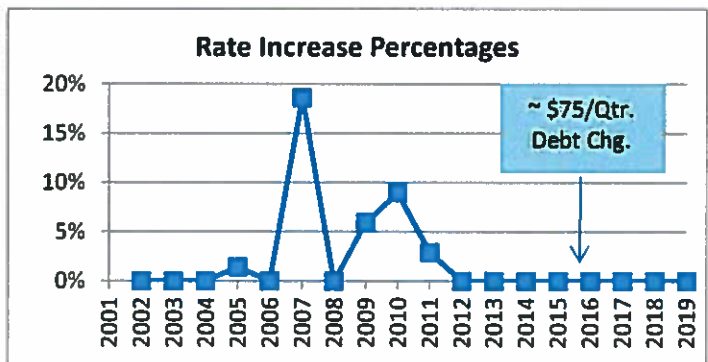
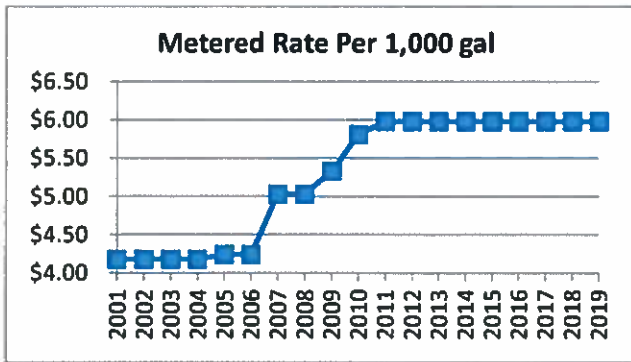
CHARTER TOWNSHIP OF GENOA
 OAK POINTE SEWER SYSTEM
 1 YEAR BUDGET ENDING 3/31/18 COMPARED
 TO ACTUAL FOR 9 MONTHS ENDING 12/31/17
 Budget Worksheet Amended 3-31-18
 Budget Worksheet Original 3-31-19

ACCT #	DESCRIPTION	BUDGET FOR THE YEAR ENDING 3/31/18	ACTUAL FOR THE 9 MONTHS ENDING 12/31/17	VARIANCE	PROPOSED REVISIONS FOR YEAR ENDING 3/31/18	PROPOSED AMOUNTS FOR YEAR ENDING 3/31/19	NOTES
REVENUES							
592-000-400-002	Billings - operations	576,834	450,963	(125,871)	585,256	577,998	Current rates - Metered \$5.98; Flat \$125.76
592-000-420-002	Income - other	-	-	-	-	-	No change in rates
592-000-422-002	Income - Grinder pump reimbursement	22,000	20,103	(1,897)	20,103	20,000	Estimated reimbursements
	Trans in - OP Construction	-	-	-	-	-	
592-000-664-000	Income - interest	-	-	-	-	-	
592-000-499-002	Trans in from DPW #503	3,000	9,395	6,395	9,395	-	
592-000-599-002	Billings - Debt (OP & GO)	415,000	314,325	(100,675)	419,000	419,000	No change in Debt Rates
	Loan proceeds from G/O New User #489	-	-	-	-	-	
	TOTAL INCOME	1,016,834	794,786	(222,048)	1,033,754	1,016,998	
EXPENSES							
592-500-600-002	Accounting/auditing	6,000	2,250	3,750	5,000	6,000	Estimate
592-500-609-002	Chemicals	-	-	-	-	-	Keep just in case we ever get odor problems
592-500-615-002	Consent order - groundh20 sodium	18,000	17,210	790	17,210	25,000	Full sampling required this upcoming year
592-500-630-002	Engineering - separate projects	-	-	-	-	-	None known at this time
592-500-639-002	Insurance	7,000	6,012	988	6,012	7,000	Hold for this year
592-500-642-002	Labor, Equipment, & Materials	250,000	186,503	63,497	248,670	254,000	Small increase
592-500-654-002	Legal fees	500	-	500	-	-	None known at this time
592-500-657-002	Licenses, Fees, Permits	-	-	-	-	-	None known at this time
592-500-660-002	Miss - Dig Expenses	500	396	104	396	500	Hold for this year
592-500-663-002	Office expenses	-	-	-	-	-	None known at this time
592-500-669-002	Refunds & adjustments	100	1,634	(1,534)	1,634	100	Estimate (prior yr ck to james leonard)
592-500-673-002	R & M - Building	2,500	275	2,225	275	1,200	Building Upkeep
592-500-675-002	R & M - Grounds	2,000	-	2,000	-	7,500	Miscellaneous Erosion or lawn work, remove trees along drive
592-500-676-002	R & M - Scada Web Maint. & Cell	6,500	-	6,500	4,800	5,000	Upkeep of SCADA System
592-500-678-002	R & M - Grinder pump repairs	38,000	25,524	12,476	38,000	35,000	Estimate
592-500-678-100	R & M - Grinder Pumps - New	-	-	-	-	-	None needed/enough in inventory
592-500-679-002	R & M - Lines	15,000	2,575	12,425	2,575	10,000	Fix of flushing connections and valves
592-500-680-002	R & M - Pump stations	35,000	34,879	121	34,879	35,000	New pumps and other repairs to pump stations + cleaning
592-500-682-002	R & M - Snowplowing/mowing	6,500	2,338	4,162	4,000	5,000	Reduce slightly based on historic expense
592-500-684-002	R & M - Generators	3,500	5,738	(2,238)	5,738	5,000	Existing generator getting older, repair more frequently
592-500-686-002	R & M - Sewer line cleaning	5,000	-	5,000	-	5,000	Share of vactor truck
592-500-687-002	R & M - Other	1,000	-	1,000	-	-	None known at this time
592-500-688-002	R & M - Sewer backups	1	-	1	-	1	Place holder
592-500-692-002	Telephone	1,938	743	1,195	1,000	1,200	Down to only 1 phone line
592-500-694-002	Tools & supplies	100	-	100	-	-	None known at this time
592-500-698-002	Tools & supplies - all systems	1,500	1,290	210	2,000	2,000	Estimated increase
592-500-700-002	Trans out - Capital Improv. Repl. Reserves	25,000	-	25,000	25,000	25,000	Hold
592-500-701-002	Trans out - OP Debt Service Fund (OP & GO)	415,000	314,325	100,675	419,000	419,000	No change to debt service rates
592-500-702-002	Utilities - electric	35,000	14,977	20,023	33,000	33,000	Low to begin due to new meter
592-500-704-002	Utilities - gas	4,500	2,173	2,327	4,500	4,500	Hold
592-500-706-002	Utilities - sewer treatment charges - GO	150,000	111,936	38,064	150,000	150,000	G-O did not raise rates, hold amount
	TOTAL EXPENSES	1,030,139	730,778	299,361	1,003,689	1,036,001	
	Net revenues/expenses	(13,305)	64,008	77,313	30,065	(19,003)	
	Beginning fund equity (deficit)	806,149	806,149	-	806,149	836,214	
	Ending fund equity (deficit)	792,844	870,157	77,313	836,214	817,211	

Oak Pointe Sewer

3B

Rate, Flow and Financial Summary



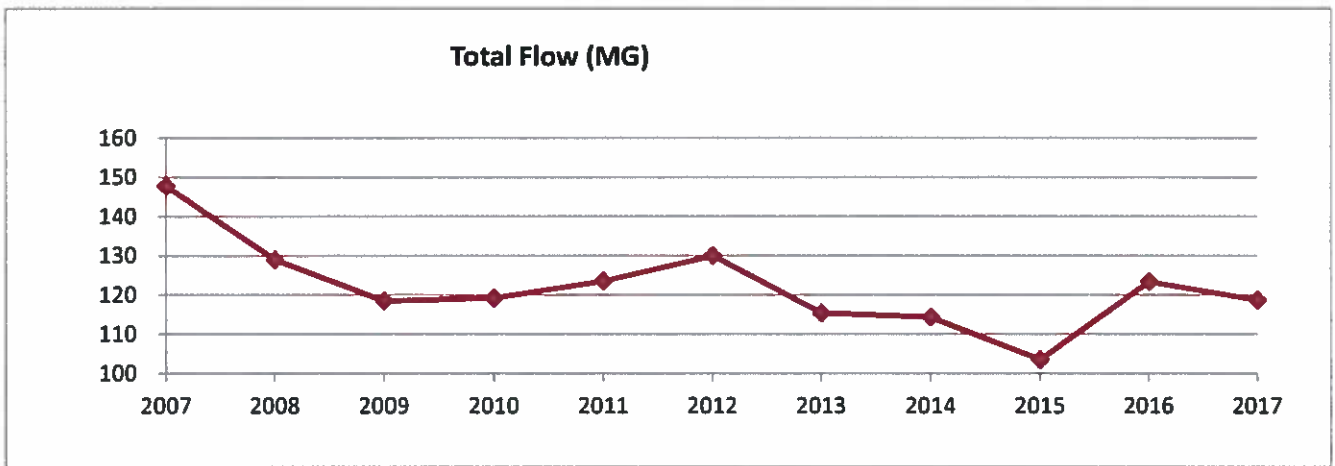
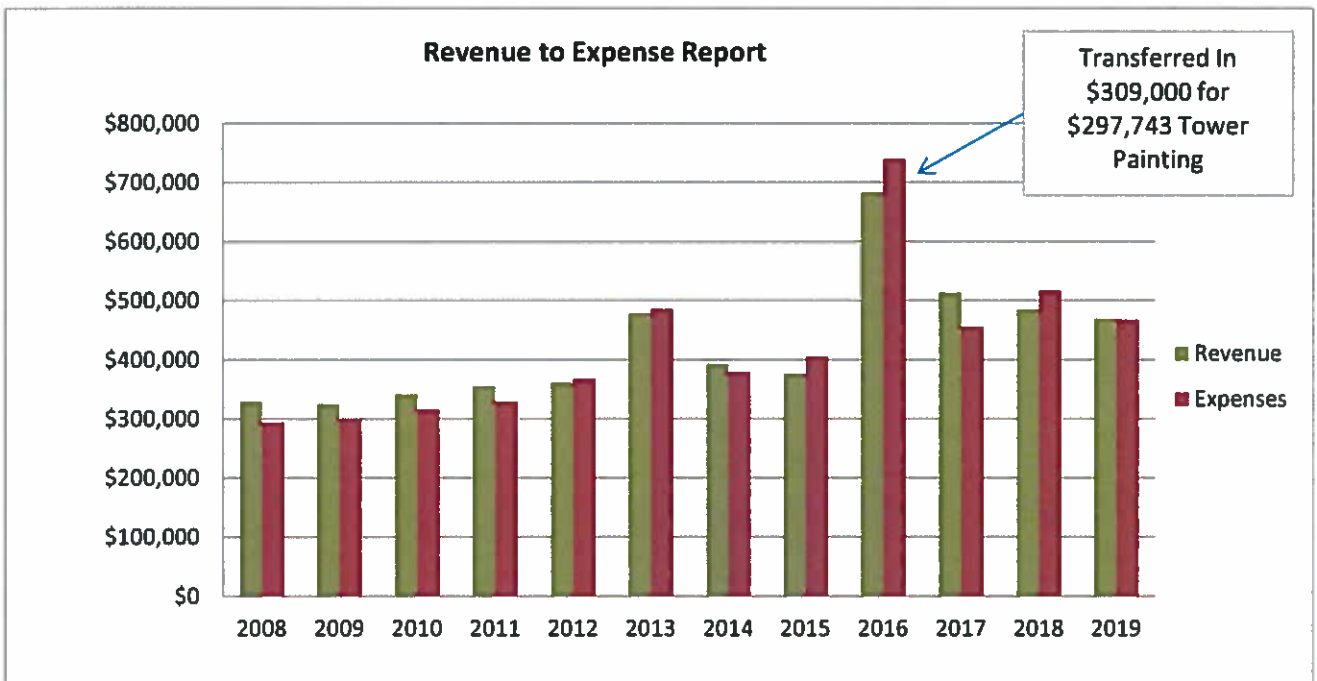
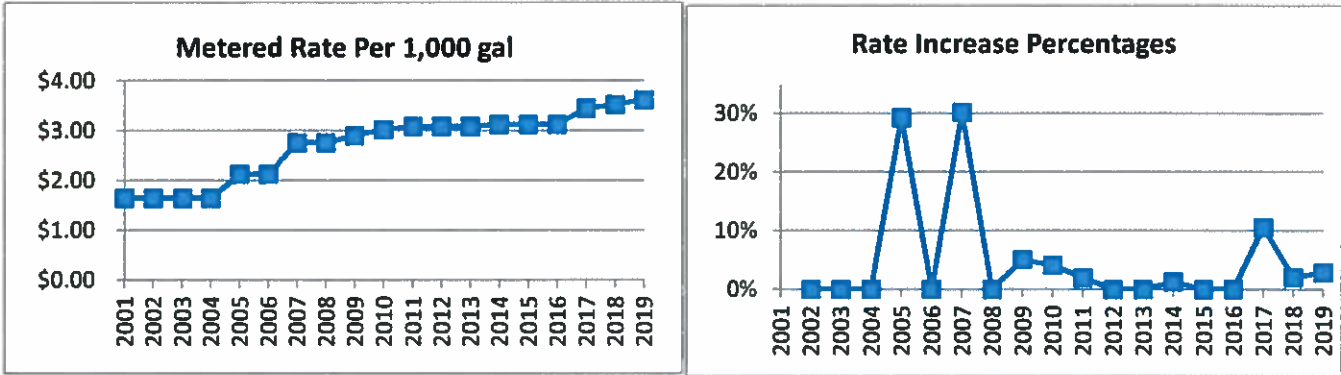
CHARTER TOWNSHIP OF GENOA
 OAK POINTE WATER SYSTEM
 1 YEAR BUDGET ENDING 3/31/18 COMPARED
 TO ACTUAL FOR 9 MONTHS ENDING 12/31/17
 Budget Worksheet Amended 3-31-18
 Budget Worksheet Original 3-31-19

ACCT #	DESCRIPTION	BUDGET FOR THE YEAR ENDING 3/31/2018	ACTUAL FOR THE 9 MONTHS ENDING 12/31/2017	VARIANCE	PROPOSED REVISIONS FOR YEAR ENDING 3/31/2018	PROPOSED AMOUNTS FOR YEAR ENDING 3/31/2019	NOTES
REVENUES							
592-000-400-001	Billings - operations	345,508	346,074	566	392,000	387,488	Current rate is \$3.52; Proposal to increase 3% to \$3.62
592-000-420-001	Income - other	-	3,140	3,140	3,140	500	Estimate
	Income - capital charge (Debt)	62,400	47,448	(14,952)	63,358	62,400	Rate remains @ \$15 per customer
592-000-424-001	Income - Cell tower rent	19,200	9,600	(9,600)	19,200	19,200	2 leases @ \$9,600 each
	Trans in - OP new user	15,000	-	(15,000)	-	-	
592-000-664-000	Interest Income	-	-	-	-	-	
592-000-446-001	Meter Sales	-	-	-	-	-	
592-000-499-001	Trans in from DPW #503	3,000	7,712	4,712	7,712	-	
	TOTAL INCOME	445,108	413,974	(31,134)	485,410	469,588	
EXPENSES							
592-500-600-001	Accounting/auditing	5,000	2,250	2,750	4,000	5,000	Hold for next year
592-500-609-001	Chemicals	15,000	10,553	4,447	14,070	15,000	Hold for next year
592-500-627-001	Engineering - general	-	-	-	-	-	No outside general engineering anticipated
592-500-630-001	Engineering - separate projects	20,000	17,248	2,752	24,000	2,500	Phosphate addition in 2018, asset management plan, painting specs in FY 2019
592-500-639-001	Insurance	2,500	2,367	133	2,367	2,500	Hold for next year
592-500-642-001	Labor, Equipment, & Materials	206,000	153,590	52,410	204,787	220,000	Increase based on DPW Budget Projection
592-500-648-001	Laboratory costs	3,000	4,549	(1,549)	6,000	3,000	Water quality, lead copper, and additional sampling
592-500-654-001	Legal fees	500	-	500	-	500	Estimate
592-500-657-001	Licenses, Fees, Permits	1,500	1,292	208	1,292	1,500	Annual MDEQ Permit
592-500-660-001	Miss Dig Expenses	500	396	104	396	500	Portion of Genoa Miss Dig
592-500-668-001	Meters & Supplies	5,000	-	5,000	3,000	3,000	Change outs of Badger Meters
592-500-663-001	Office expenses	1,000	1,913	(913)	2,250	1,000	Hold for next year, this year increase due to PO4 addition
592-500-669-001	Refunds & adjustments	500	-	500	-	500	Estimate
592-500-673-001	R & M - Building	2,500	94	2,406	150	1,000	No major building upgrade plans
592-500-674-001	R & M - Hydrants	5,000	2,850	2,150	2,850	5,000	Hold for next year
592-500-675-001	R & M - Grounds	500	-	500	-	500	Hold for next year
592-500-677-001	R & M - Plant equipment	40,000	75,983	(35,983)	100,000	55,000	Installed new sample line, check valve repair, Well No. 2 Rebuild and VFD Installed, electrical plans in next fiscal year.
592-500-679-001	R & M - Lines	10,000	9,819	181	11,000	10,000	Repairs to curb stops
592-500-681-001	R & M - Booster Pump stations	2,500	8,852	(6,352)	10,000	7,500	Annual pump checks for corrosion of bolts, replaced pump
592-500-684-001	R & M - Generators	2,500	1,160	1,340	1,500	2,500	Hold for next year
592-500-685-001	R & M - Towers	2,500	920	1,580	1,000	2,500	Hold for next year
592-500-687-001	R & M - Other	500	975	(475)	1,000	1,000	Non classified O&M Expenses
592-500-692-001	Telephone	4,000	5,354	(1,354)	7,200	7,200	Phone and internet
592-500-694-001	Tools & supplies	1,000	-	1,000	-	1,000	Hold for next year
592-500-695-001	Tools & supplies - all systems	3,000	1,750	1,250	2,200	2,500	Portion of all system costs, gloves, etc...
592-500-700-001	Transfer out - Capital impr Repl. Reserve	20,000	-	20,000	20,000	20,000	Hold for next year
592-500-702-001	Utilities - electric	35,000	14,414	20,586	30,000	30,000	Lower slightly based on history for last couple of years.
592-500-704-001	Utilities - gas	2,500	3,397	(897)	5,000	5,000	Increase due to colder winter
	Transfer out - Debt	62,400	47,100	15,300	63,358	62,400	Payback of Tower Painting
	TOTAL EXPENSES	454,400	366,826	87,574	517,420	468,100	
	Net revenues/expenses	(9,292)	47,148	56,440	(32,010)	1,488	
	Beginning fund equity (deficit)	100,030	100,030	-	100,030	68,020	
	Ending fund equity (deficit)	90,738	147,178	56,440	68,020	69,508	

Oak Pointe Water

2B

Rate, Flow and Financial Summary





MEMORANDUM

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

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Assistant Manager/Community Development Director
DATE: February 15, 2018
RE: Four Seasons Veterinary Services – Veterinary Clinic

Managers Review:  _____

Attached please find the project case file requesting approval of a proposed veterinary clinic located at 6936 Grand River, Brighton. The existing Kil's Tae Kwon Do facility is being subdivided into multiple tenant spaces and one of the prospective tenants is the Four Seasons Veterinary Services. The property is within the neighborhood services (NSD) zoning district and the request is petitioned by Dr. Michelle Bradford.

The newly adopted amendments to Article 7 (effective 2/18/18) list veterinary clinics without boarding or overnight care as a special land use in the NSD Zoning District. Procedurally, the Planning Commission is to make a recommendation to the Township Board on the special land use, sketch plan and Impact Assessment, following a public hearing. The Township Board has the final review/approval authority over the proposal.

At the February 12, 2018 meeting the Planning Commission recommended conditional approval of the Special Land Use, Impact Assessment and Site Plan. Based on the action of the Planning Commission I suggest Board consideration of the following action:

Moved by _____, Supported by _____ to APPROVE the Special Land Use permit because it has been found that the requested use meets the requirements of Sections 19.03 and 7.02.02(x) of the Township Ordinance with the following conditions:

1. Six deciduous greenbelt trees shall be planted along Grand River Avenue in compliance with Section 12.02 before June 1, 2018.
2. A hedgerow to screen the dog walk area shall be installed before June 1, 2018. The hedgerow shall be reviewed and approved by Township staff prior to installation.
3. The lawn and landscaping in the dog walk area shall be maintained to keep the vegetation alive.
4. All requirements of the Brighton Area Fire Authority's letter of February 1, 2018 shall be met.

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

MANAGER

Michael C. Archinal

Moved by _____, Supported by _____ to APPROVE the Environmental Impact Assessment dated January 22, 2018 as submitted.

Moved by _____, Supported by _____ to APPROVE the sketch plan with the following conditions:

1. Six deciduous greenbelt trees shall be planted along Grand River Avenue in compliance with Section 12.02 before June 1, 2018.
2. A hedgerow to screen the dog walk area shall be installed before June 1, 2018. The hedgerow shall be reviewed and approved by Township staff prior to installation.
3. The lawn and landscaping in the dog walk area shall be maintained to keep the vegetation alive.

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



GENOA CHARTER TOWNSHIP
Special Land Use Application

GENOA TOWNSHIP

DEC 27 2017

RECEIVED

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

APPLICANT NAME & ADDRESS: Dr. Michelle Bradford 5571 E Grand River Ave. Howell, MI 48843
Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.

APPLICANT PHONE: (517) 303 1845 EMAIL: dvmadr-b@me.com

OWNER NAME & ADDRESS: Master Yong Kil 6936 Grand River Ave. Brighton, MI 48114

SITE ADDRESS: 6936 Grand River Ave. Brighton, MI 48114 PARCEL #(s):

OWNER PHONE: (810) 227-1991 EMAIL: master@kilstkaonline.com

Location and brief description of site and surroundings:

See Attached.

Proposed Use:

Veterinary Clinic without boarding + overnight care in a commercial multi-tenant leased space. See Attached.

Describe how your request meets the Zoning Ordinance General Review Standards (section 19.03):

a. Describe how the use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans, and will promote the Statement of Purpose of the zoning district in which the use is proposed.

See Attached.

b. Describe how the use will be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity.

See Attached.

c. How will the use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools?

See Attached.

- d. Will the use involve any uses, activities, processes, or materials potentially detrimental to the natural environment, public health, safety, or welfare by reason of excessive production of traffic, noise, vibration, smoke, fumes, odors, glare, or other such nuisance? If so, how will the impacts be mitigated?

See Attached

- e. Does the use have specific criteria as listed in the Zoning Ordinance (sections 3.03.02, 7.02.02, & 8.02.02)? If so, describe how the criteria are met.

See Attached

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO DESIGN, CONSTRUCT AND OPERATE, AND MAINTAIN THESE PREMISES AND THE BUILDINGS, STRUCTURES, AND FACILITIES WHICH ARE GOVERNED BY THIS PERMIT IN ACCORDANCE WITH THE STATED REQUIREMENTS OF THE GENOA TOWNSHIP ZONING ORDINANCE, AND SUCH ADDITIONAL LIMITS AND SAFEGUARDS AS MAY BE MADE A PART OF THIS PERMIT.

THE UNDERSIGNED Yong S. Kil STATES THAT THEY ARE THE FREE OWNER OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: [Signature]

ADDRESS: 6936 Grand River Ave. Brighton, MI 48114

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

Michelle L Bradford of Few Seasons Veterinary Services at dr.m.drb@me.com
Name Business Affiliation Email

FEE EXCEEDANCE AGREEMENT

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

SIGNATURE: [Signature] DATE: 12/26/17

PRINT NAME: Michelle L Bradford PHONE: 517 3031845



GENOA CHARTER TOWNSHIP APPLICATION
Sketch Plan Review

GENOA TOWNSHIP

DEC 27 2018

RECEIVED

TO THE GENOA TOWNSHIP PLANNING COMMISSION:

APPLICANT NAME & ADDRESS: Dr. Michelle Bradford 5571 E Grand River Ave Howell, MI 48843
If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: Master Yong Kil 6936 Grand River Ave. Brighton, MI 48114

SITE ADDRESS: 6936 Grand River Ave. Brighton, MI 48114 PARCEL #(s):

APPLICANT PHONE: (517) 303 1845 OWNER PHONE: (810) 227-1991

LOCATION AND BRIEF DESCRIPTION OF SITE: Master-Kil's Taekwon Do 6936 Grand River Ave. Brighton, MI 48114. The existing building will be divided into

3 tenant spaces. Four Seasons Veterinary Services would like to occupy ~2,263 sq ft in the North section of the building.

BRIEF STATEMENT OF PROPOSED USE: Routine medical + advanced surgical care to companion animals. A veterinary clinic that does not offer boarding, grooming, nor overnight care.

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: The internal construction to build out the north-most (~2,263 sq ft) section of the building as a full service veterinary medical clinic.

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Michelle L Bradford, DVM

ADDRESS: 5571 E. Grand River Ave. Howell, MI 48843

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

1.) Michelle Bradford of Four Seasons Veterinary Services at dvmdrb@me.com
Name Business Affiliation Email Address

FEE EXCEEDANCE AGREEMENT

All sketch plans are allocated one (1) consultant review and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: [Signature] DATE: 12/16/2017
PRINT NAME: Michelle L. Bradford PHONE: 517 303 1845

Mr. Walt Cieslik of 501 Snowfall Court lives behind the proposed car dealership. He is a board member of his homeowner's association. They want to know what type of lighting and landscaping would be used at the rear of the property. They would like to ensure that all drainage from the car dealership site does not negatively affect their properties.

Mr. Jim Strand of 3445 Dewdrop Lane agrees with what Mr. Cieslik stated. He wants to ensure that there is proper security. Automobile dealerships are notorious for theft.

The call to the public was closed at 6:40 pm.

Moved by Commissioner McManus, seconded by Commissioner Grajek to postpone indefinitely review of a special use, site plan and environmental impact assessment for Car Nation, LLC. **The motion carried unanimously.**

OPEN PUBLIC HEARING #2... Review of a special use, sketch plan and environmental impact assessment for a proposed Four Seasons Veterinary Services veterinary clinic. The property in question is located at 6936 Grand River Avenue, Brighton, 48114. The request is petitioned by Dr. Michelle Bradford, DVM.

Planning Commission Recommendation of Petition:

- A. Recommendation of Special Use Application.
- B. Recommendation of Environmental Impact Assessment (01/22/18).
- C. Recommendation of Sketch Plan.

Dr. Michelle Bradford was present. She would like to build a veterinary clinic in a commercial lease space to offer medical veterinary services. She would not have overnight boarding or grooming at her clinic.

Mr. Borden reviewed his letter dated February 6, 2018.

The applicant has met the requirements of the Special Land Use standards; however, he defers to the Township Engineer and Fire Department regarding any of their concerns.

The applicant has submitted a sketch plan and not a Site Plan. He had requested that the dog walk area be depicted on the plans. The applicant submitted updated plans showing this.

The required tree plantings in the Grand River greenbelt are not shown on the plan. The requirement is six trees. The Planning Commission has the discretion to require

this waive the requirement. Mr. Gary Laundroche, who represents the property owner, stated they are aware of this deficiency and assured the Planning Commission that the six trees will be installed in the spring.

Commissioner Mortensen does not want the dog walk in the front of the site along Grand River. Dr. Bradford stated it will not be a dedicated area where dogs will be walked. The area would be used when a dog is coming to or leaving from their appointment. She typically has one to two appointments per hour. She would also use it occasionally for patients after surgery.

Commissioner Grajek is concerned that the grass in this area will die if it is being used by the dogs. He suggested using the rear of the building.

Commissioner Rauch does not believe that the intensity of the use is as high as it is being discussed this evening.

Commissioner Mortensen suggested a hedgerow be placed in the front of the building to screen the dogs from Grand River. Mr. Laundroche agrees to adding the hedgerow for patients coming into the building as well as special grass that is appropriate for areas where dogs use the bathroom. Staff could use the rear of the site for patients they bring outside.

Commissioner McCreary questioned what occurs when a patient needs to spend the night after surgery. Dr. Bradford stated those animals are transferred to an emergency clinic or sent home with the owner.

Mr. Markstrom stated he has determined the discharge from the area of the proposed dog walk does not discharge into the storm sewer. He noted that the signage and clean up plan noted in the Impact Assessment must be maintained.

Chairman Brown reviewed the Fire Department's letter dated February 1, 2018.

The call to the public was made at 7:12 pm with no response.

Moved by Commissioner McManus, seconded by Commissioner Mortensen, to recommend to the Township Board approval of the Special Use Application for Four Seasons Veterinary Services veterinary clinic located at 6936 Grand River Avenue, Brighton, 48114 as The Planning Commission finds that the Special Use Application meets all of the requirements of Section 19.03 of the Township Ordinance, based on the following conditions:

- Six deciduous trees shall to be planted in the spring along Grand River.
- The petitioner will add a hedge row to screen the dogs using the area. The hedge row shall be reviewed and approved by Township staff.

- The petitioner agrees that they will maintain the landscape around the dog walk area to keep the vegetation alive.
- All requirements of the Brighton Area Fire Authority's letter of February 1, 2018 shall be met.
- Township Board approval of the Impact Assessment and sketch plan.

The motion carried unanimously.

Moved by Commissioner McManus, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Environmental Impact Assessment dated January 22, 2018 for Four Seasons Veterinary Services veterinary clinic. The property in question is located at 6936 Grand River Avenue, Brighton, 48114. **The motion carried unanimously.**

Moved by Commissioner McManus, seconded by Commissioner Mortensen, to recommend to the Township Board approval of the Sketch Plan for Four Seasons Veterinary Services veterinary clinic. The property in question is located at 6936 Grand River Avenue, Brighton, 48114, conditioned upon the following:

- The sketch plan is sufficient instead of a Site Plan. This is an existing building with a modest amount of exterior and landscaping changes.
- Six deciduous trees shall to be planted in the spring in the easement along Grand River
- The petitioner will add a hedge row to screen the dogs using the area. The hedge row shall be reviewed and approved by Township staff.
- Township Board approval of the Special Land Use and Impact Assessment.

The motion carried unanimously.

OPEN PUBLIC HEARING # 3... Review of a special use, site plan and environmental impact assessment for a proposed commercial outdoor display, sales and storage area for a new Family Farm and Home store. The property in question is located in the former TJ Maxx retail space at 3685 E. Grand River Avenue, Howell 48843. The request is petitioned by Family Farm and Home.

Planning Commission Recommendation of Petition:

- A. Recommendation of Special Use Application.
- B. Recommendation of Environmental Impact Assessment (01/04/18).
- C. Recommendation of Site Plan (01/24/18).

December 26, 2017

Genoa Township Planning Commission
2911 Dorr Road
Brighton, MI 48116

Dear Planning Commission Members,

This correspondence is in reference to the request of Dr. Michelle Bradford for a Special Land Use Permit and Sketch Plan Review for the internal construction of approximately 2,263 square feet of the northern-most section of my existing building, located at 6936 Grand River Avenue, Brighton, MI 48114. As property owner of this location, I authorize the Sketch Plan Review for this project.

Sincerely,



Master Yong Sup Kil
Owner Kil's Tae Kwon Do

Special Land Use Application

Location and Brief Description:

Master Kil's Tae Kwon Do, Inc. 6936 Grand River Ave. Brighton, MI 48114

The existing building will be divided into (three) 3 tenant spaces. Four Seasons Veterinary Services (FSVS) would like to occupy approximately 2,263 sq ft in the North section of the building (closest to Grand River Avenue). This building is zoned neighborhood services district. Neighboring businesses include Brighton Dermatology and Regenesi (West; NSD), Grand River Dental and Rollerama (North and across Grand River Ave; OSD and GCD, respectively), and the Salvation Army (East; NSD). There is a residential area South (approximately 500 feet; Low Density Residential) which is also separated by a tree line. An aerial photograph is provided for your review.

Proposed Use:

I am a primary care veterinarian whom would like to offer routine medical and advanced surgical care to companion animals. I receive referrals from veterinarians in Upper and Lower Michigan for orthopedic surgical services at the hospital which I currently work. I work closely with referring veterinarians to ensure that our patients receive the highest standards of care peri-operatively.

I will not offer any boarding, grooming, or overnight care in the facility.

Description of how my request meets the Zoning Ordinance General Review Standards (section 19.03):

a) The use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans: Offering professional veterinary services at this location supports the desires of the Township officials and property owners as a provision of services for residents and helps to fulfill the desire for a mixture of uses. Establishment of FSVS at this location also supports the growth management boundary through efficient land use. The natural beauty of the Township will be preserved and urban sprawl controlled through the use of the existing building.

It promotes the Statement of Purpose as it is compatible with adjacent zoning. The clinic is intended to be small and the design simple and professional. The use of the facility will not interfere with parking nor have a significant impact on traffic operations. There is no impact on groundwater at this location. There would not be any increase in demand on public facilities and services.

b) The use will be designed within the existing building of 6936 Grand River Ave. Brighton, MI. The existing building will be divided into (three) 3 tenant spaces. Four Seasons Veterinary Services (FSVS) would like to occupy approximately 2,263 sq ft in the North section of the building (closest to Grand River Avenue). The proposed use will include a reception area, 3 examination rooms, 2 bathrooms, a small pharmacy and mini laboratory, treatment area, radiology room, 1 surgery suite, 1 office, 1 employee break room, small cat ward, dog ward, laundry room, and small food storage room. The proposed sketch plan is attached. A licensed contractor experienced in veterinary clinic construction will be hired. The construction and design will be limited to the interior of the building, with the exception of signage. Signage will follow the standards set forth by Genoa Township. The interior of the leased space will be maintained by FSVS and the exterior of the building will be maintained by the Landlord.

My logo and sign appearance:



Hours of Operation: Monday and Thursday: 9am to 7pm; Tuesday, Wednesday, and Friday: 9am to 5pm; Saturday: 9am to 1pm.

Parking is not a concern due to my hours of operation not conflicting with Kil's Tae Kwon Do's peak business hours, which are in the evening.

c) The use will be served adequately by Grand River Avenue. Police and fire protection will remain the same service as provided for the current existing building. There is not a need for drainage structures. City water and sewer services are currently provided to the existing building. The need for a larger dumpster for trash disposal may be indicated. This use does not require service from schools.

d) The potentially detrimental product of this use is noise. I have proposed several solutions for noise attenuation:

4 Methods for Noise Reduction can be used for this purpose:

- 1) Absorption- Sound baffles, acoustic wall panels.
- 2) Isolation - Use rooms such as halls and storage areas as buffers between loud rooms and quiet rooms.

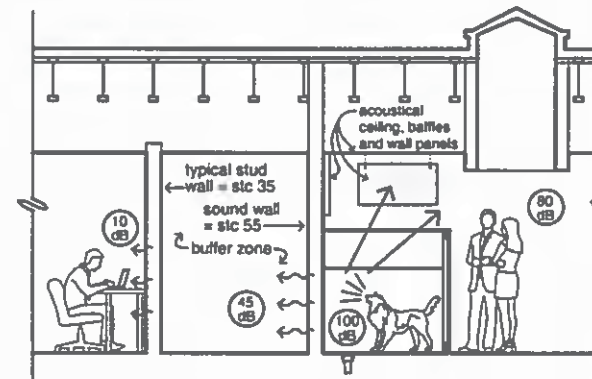
For example, if a kennel is generating 100 dB and the STC rating of the first wall is 55 then 45 dB will escape into the buffer zone. However, if the next wall has an STC of 35 dB then only 10 dB of noise will escape into the quiet area, which will be barely perceptible.

Design sound walls to extend above the ceiling all the way up.

Acoustical door in the dog ward.

3) Masking- Sound is not additive. Using the sound of a waterfall or fountain, or playing classical music in the reception area not only masks aversive noise, but also has been proven to calm pets when stressed. Hotel lobbies use this modality commonly.

4) HVAC Design- Design the HVAC system so that ducts do not penetrate across sound walls or between sound areas.



1 Ackerman, Lowell, "Blackwell's Five Minute Veterinary Practice Management Consult," Second Ed, 2014; pg. 712-714.

As you can see, with my floor plan and my proposed solutions for noise management, I have taken this into consideration.

My contractor has proposed several solutions to manage noise depending on the level of sound attenuation needed for this location:

- Acoustical door for the dog ward.
- Sound deadening insulation in the dog ward and all examination rooms (walls and ceilings).
- Sound deadening insulation in the wall of the adjoining tenant space.
- Placement of the dog ward on the west wall, away from the adjoining tenant space and away from the exterior windows.

Additionally, noise can be managed by creating a fear-free environment through the use of:

- Proper hospital flow: as indicated by separate entrance and exit doors, designated dog and cat examination rooms, and designated dog and cat wards. See attached sketch plan.
- Pheromones and treats.
- When deemed necessary, anti-anxiety medications, sedatives and/or analgesics (pain medication).

In regard to waste management:

Dedicated Outdoor Animal Walk Area: Located at the North side of the building. There will be a small sign indicating the animal walk area, as well as, an outdoor poop bag dispenser and collection container. The container will be emptied daily. Feces will be disposed of in the sewer system.

Medical Waste Management Methods:

-Sharps: Placed into an appropriately labeled sharps container before being stored and/or removed by a medical waste disposal service, and are stored at our facility no longer than 90 days (the storage begins when the use of the container is initiated).

-Pathological Waste: Removed and incinerated by a medical waste disposal company or cremated by a crematorium (Faithful Companion provides these services same day). Following euthanasia, animals will be placed in a freezer designated for only this purpose until Faithful Companion picks them up.

-Contaminated Animal Waste: Placed into appropriately labeled containers and removed by a medical waste disposal company.

-Inhalant Anesthesia Management Method:

A Scavenging System will be used to collect and remove waste gases from the patient breathing and ventilation circuits.

-Radiation Safety:

There will be lead walls for the radiology room. Employees will wear lead gowns, thyroid protectors, and gloves while positioning patients for radiographs.

e) The specific criteria for this request for use is contingent upon the acceptance for a Zoning Ordinance request for a separate classification for veterinary clinics without boarding or overnight care as listed in table 7.02 in the Zoning Ordinance draft proposal from December 11, 2017. It is also contingent upon the acceptance of the proposed amendment as section 7.02.02 (x) in the Zoning Ordinance draft proposal from December 11, 2017.

It is requested that the consideration of this classification and amendment be held as a separate entity from pet daycare centers and animal shelters, as these are different types of businesses with their own unique services.

February 6, 2018

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Four Seasons Veterinary Services – Special Land Use and Sketch Plan Review #2
Location:	6936 Grand River Avenue – south side of Grand River, west of Hubert Road
Zoning:	NSD Neighborhood Services District

Dear Commissioners:

At the Township's request, we have reviewed the revised submittal from Four Seasons Veterinary Services for special land use (application dated 12/26/17) and sketch plan (application dated 12/26/17) review and approval.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

A. Summary

1. In our opinion, the special land use standards of Section 19.03 are generally met; however, any comments provided by the Township Engineer or Fire Department must be addressed.
2. Though an actual site plan has not been submitted, the revised submittal generally demonstrates compliance with the use conditions of Section 7.02.02(x).
3. We encourage the owner to provide the required tree plantings for the Grand River greenbelt.
4. When new signage is needed, the applicant must obtain approval and a permit from the Township prior to installation.

B. Proposal/Process

The project entails a new veterinary clinic within an existing multi-tenant commercial center. The submittal indicates that this business would occupy a 2,263 square foot unit on the north side of the existing building.

Table 7.02 lists veterinary clinics without boarding or overnight care as a special land use in the NSD. Such uses are also subject to the use conditions of Section 7.02.02(x).

Procedurally, the Planning Commission is to review the special land use, site plan and impact assessment and provide a recommendation on each to the Township Board (following a public hearing). The Township Board has the final review/approval authority.



Aerial view of site and surroundings (looking north)

C. Special Land Use Review

Section 19.03 of the Zoning Ordinance identifies the review criteria for Special Land Use applications as follows:

1. **Master Plan.** The Township Master Plan identifies the subject site as Neighborhood Commercial, which is intended for retail businesses and services that serve the needs of nearby residential neighborhoods.

In our opinion, the inclusion of veterinary services within a multi-tenant commercial center is consistent with the Plan.

2. **Compatibility.** This area of Grand River includes a variety of retail, office and service uses, including medical office. The addition of a veterinary clinic is compatible with the existing character of the area. This statement is made provided the applicable use conditions are met.
3. **Public Facilities and Services.** As a developed site along the main commercial corridor through the Township, we anticipate necessary public facilities and services are in place; however, the Commission should consider any comments provided by the Township Engineer and Brighton Area Fire Department.
4. **Impacts.** The use conditions of Section 7.02.02(x) are intended to limit on- or off-site impacts. Like the comment above, if these standards are met, the proposed use should not adversely impact adjacent or surrounding properties and/or uses.
5. **Mitigation.** If additional concerns arise as part of the review process, the Township may require efforts to mitigate potential adverse impacts.

D. Use Conditions

Veterinary clinics are subject to the following use conditions of Section 7.02.02(x):

- 1. A site plan shall be provided as part of the Land Use Permit application showing a dedicated outdoor animal area. Outdoor animal areas shall consist of properly maintained lawn, special canine grass or other methods with an appropriate drainage system to control surface run-off. The outdoor area surface shall be approved by the Planning Commission following a recommendation by the Township Engineer. The outdoor area must be maintained in a clean, sanitary manner, and adequate odor control measures shall be implemented so that odor will not be discernible beyond the area. Solid pet waste in the outdoor area must be promptly picked up.**

The special land use application and Impact Assessment both reference an outdoor walk area within the lawn on the north side of the building.

The revised submittal includes photographs identifying the dog walking area, as well as a note that a bag dispenser and collection container will be provided and emptied daily.

- 2. Applicants shall submit, at the time of land use application, a proposed site plan and floor plan and written operating procedures including waste and noise management methods. The waste management plan shall detail both indoor and outdoor waste management procedures to ensure animal waste is not discharged to surface or storm water. These procedures shall be followed for the duration of the business and shall be designed to prevent or control animal behavior that may adversely impact surrounding uses, including loud or excessive barking.**

As noted above, the submittal does not include a plan, though a proposed floor plan was included with the initial submittal.

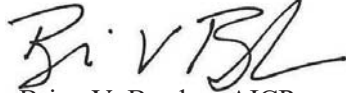
The special land use application and Impact Assessment outline waste and noise management methods.

E. Sketch Plan Review

- 1. Parking.** The submittal does not identify the number of parking spaces currently provided. Based on review of an aerial photo, the site provides approximately 30 parking spaces. The proposed use (professional office) requires less parking (1 per 300 SF) than a commercial center (1 per 250 SF); thus, the amount of parking provided is sufficient to accommodate the proposed use.
- 2. Landscaping.** Based upon review of aerial photos, the site appears to be deficient in terms of greenbelt tree plantings. If these are accurate, we encourage the owner to provide the required plantings – current standards call for 1 canopy tree for each 40 feet of frontage.
- 3. Signs.** When signage for the business is needed, the applicant will need to obtain approval and a permit from the Township prior to installation. For the applicant's information, sign regulations are found in Article 16 of the Township Zoning Ordinance.
- 4. Impact Assessment.** The submittal includes a revised Impact Assessment prepared by the applicant (dated January 22, 2018). In summary, the Assessment notes that the project is not anticipated to adversely impact natural features, public services/utilities, surrounding land uses or traffic.

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.

Respectfully,
LSL PLANNING, A SAFE BUILT COMPANY

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is stylized and cursive.

Brian V. Borden, AICP
Planning Manager



January 30, 2018

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

Re: Four Seasons Veterinary Service Sketch Plan Review #2

Dear Ms. Van Marter:

Tetra Tech conducted a sketch plan review of the revised Four Seasons Veterinary Services plans submitted by Michelle Bradford. Four Seasons Veterinary is proposing to remodel a portion of an existing building, located at 6936 Grand River Ave, Brighton, MI, into a veterinary clinic that does **not** offer boarding, grooming, nor overnight care. Included in the re-submission were a response letter from the applicant and a revised impact assessment.

Our review confirmed that dedicated outdoor walk area for the veterinary patients does not discharge to the existing storm sewer and as long as the signage and cleanup policies outlined in the impact assessment are maintained, we have no further engineering related comments.

Please call or email if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary Markstrom'.

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

A handwritten signature in blue ink, appearing to read 'Marguerite K. Davenport'.

Marguerite K. Davenport
Project Engineer

copy: Michelle Bradford, Four Seasons Veterinary Service



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

February 01, 2018

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Four Seasons Veterinary Services
6936 Grand River Avenue
Howell, MI 48843

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on January 25, 2018 and the drawings are not dated. The project is based on an existing 6,327 square foot assembly occupancy that will be split into a multi-tenant structure. The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

The fire authority has no objection to the proposed use of the proposed tenant space, however the following items must be addressed. **(The applicant has acknowledged in written response to comply with all items below)**

1. The building and tenant addresses shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The rear doors must be provided with address number a **minimum of 4"** tall. The location and size shall be verified prior to installation. **IFC 505.1**
2. A Knox Box shall be located on future submittals at each tenant space created. The Knox box will be located adjacent to the front door of the structure. **IFC 506.1**
3. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, CFPS
Fire Marshal

Impact Assessment: Revised

For

Four Seasons Veterinary Services

Applicant:

Dr. Michelle Bradford
5571 E. Grand River Avenue
Howell, MI 48843
(517) 303-1845

Prepared by:

Dr. Michelle Bradford

In conjunction with property information provided by:

Desine Inc.
7011 Grand River Road
Brighton, MI 48114

January 22, 2018

Introduction

This impact assessment has been prepared pursuant to Article 13 - Site Plan Review and Impact Assessment of Special Land Use for the Township of Genoa, Livingston County, Michigan. The assessment addresses the impact of the proposed internal construction in the North section of the existing 6,365 square foot commercial building of Kil's Tae Kwon Do, Inc. located at 6936 Grand River Ave. Brighton, MI 48114.

a. **Name(s) and address(es) of person(s) responsible for preparation:**

-Dr. Michelle Bradford, 5571 E. Grand River Ave. Howell, MI 48843. Owner of Four Seasons Veterinary Services, PC. This impact assessment has been prepared in conjunction with property information provided by Desine, Inc. 7011 Grand River Road, Brighton, MI 48114 from the impact assessment for Master Kil's Tae Kwon Do Fitness Center proposed July 28, 1997.

b. **Map(s) and written description/analysis of the project site:**

-The existing building of Kil's Tae Kwon Do, Inc. located at 6936 Grand River Avenue Brighton, MI 48114 is currently undergoing renovations in preparation for multi-tenant commercial space. The building will be divided into three (3) tenant spaces. Four Seasons Veterinary Services (FSVS) is proposing occupancy of approximately 2,263 square feet in the North section of the building (closest to Grand River Avenue). The total site consists of approximately 2.11 acres which is zoned Neighborhood Services District (NSD). The area surrounding 6936 Grand River Avenue, Brighton, MI consists of a parking lot and landscaped areas.

-Neighboring businesses include Brighton Dermatology and Regenesis (West; NSD), Grand River Dental and Rollerama (North and across Grand River Ave; OSD and GCD, respectively), and the Salvation Army (East; NSD). There is a residential area South of the site which is Grand Beach No. 3 Subdivision (approximately 500 feet; Low Density Residential) which is also separated by a tree line.

-An aerial photograph is provided for your review.

c. **Impact on natural features:**

-This is not applicable, as the proposed project is for the build out of the interior of a leased space in the existing building.

d. **Impact on stormwater management:**

-This is not applicable, as the proposed project is for the build out of the interior of a leased space in the existing building. **In accordance with Section 7.02.02(x) of the draft Ordinance Amendment, I have provided a site plan and photographs of the proposed dedicated outdoor animal walk area. This area is a maintained grassed area. There will be a small sign indicating the dedicated animal walk area, as well as, an outdoor poop bag dispenser and collection container. The feces will be promptly picked up and the collection container will be emptied daily. Fecal waste collected inside and outside the facility will be disposed of in the sewer system (by flushing down the toilet) or secured in a closed bag and deposited in the trash. The trash will then be disposed of in a waste container outside the building, which will be emptied weekly by a waste collector. These arrangements will be made with a waste collection service by Four Seasons Veterinary Services upon final approval of the special land use permit. The city sewer and water systems providing services to the building are in a closed system preventing risk of exposure to animal waste in the proposed outdoor animal walk area. Also noted, as a small animal veterinarian for the past 13 years, it is routine for pet owners to bring in a small fecal sample that they have collected at home in a closed container, at the time of their appointment, for fecal testing. These samples are rarely collected on site. Additionally, as a result of my proposed business plan detailing no grooming, boarding, or overnight stays of animals, animal waste should be kept at a minimum.**

-A photograph of the storm drain location in relation to the proposed animal walk area is included for your review.

e. **Impact on surrounding land used:**

-Noise is the potential impact on surrounding properties. 4 methods for noise attenuation include:
1) Absorption- Sound baffles, acoustic wall panels.

2) Isolation - Use rooms such as halls and storage areas as buffers between loud rooms and quiet rooms.

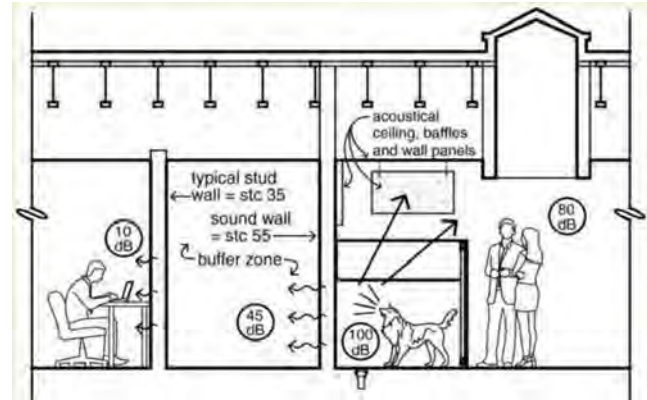
For example, if a kennel is generating 100 dB and the STC rating of the first wall is 55 then 45 dB will escape into the buffer zone. However, if the next wall has an STC of 35 dB then only 10 dB of noise will escape into the quiet area, which will be barely perceptible.

Design sound walls to extend above the ceiling all the way up.

Acoustic door in the dog ward.

3) Masking- Sound is not additive. Using the sound of a waterfall or fountain, or playing classical music in the reception area not only masks aversive noise, but also has been proven to calm pets when stressed. Hotel lobbies commonly use this modality.

4) HVAC Design- Design the HVAC system so that ducts do not penetrate across sound walls or between sound areas.



As you can see, with my floor plan and my proposed solutions for noise management, I have taken this into consideration. My contractor has proposed several solutions to manage noise depending on the level of sound attenuation needed for this location:

-Acoustical door for the dog ward.

-Sound deadening insulation in the dog ward and all examination rooms (walls and ceilings).

-Sound deadening insulation in the wall of the adjoining tenant space.

-Placement of the dog ward on the west wall, away from the adjoining tenant space and away from the exterior windows.

Additionally, noise can be managed by creating a fear-free environment through the use of:

-Proper hospital flow: as indicated by separate entrance and exit doors, designated dog and cat examination rooms, and designated dog and cat wards.

-Pheromones and treats.

-When deemed necessary, anti-anxiety medications, sedatives and/or analgesics (pain medication).

-Potential for air pollution from inhalant isoflurane anesthesia will be controlled through installation and use of a scavenging system which collects and removes waste gases from the patient breathing and ventilation circuits. Handling and personal protection protocols are followed in accordance with OSHA, Federal, and State Regulations.

-Potential for air pollution in the form of fecal odor and waste nuisance can be managed:

Dedicated Outdoor Animal Walk Area: Located at the North side of the building. In accordance with Section 7.02.02(x) of the draft Ordinance Amendment, I have provided a site plan and photographs of the proposed dedicated outdoor animal walk area. This area is a maintained grassed area. There will be a small sign indicating the dedicated animal walk area, as well as, an outdoor poop bag dispenser and collection container. The feces will be promptly picked up and the collection container will be emptied daily. Fecal waste collected inside and outside the facility will be disposed of in the sewer system (by flushing down the toilet) or secured in a closed bag and deposited in the trash. The trash will then be disposed of in a waste container outside the building, which will be emptied weekly by a waste collector. These arrangements will be made with a waste collection service by Four Seasons Veterinary Services upon final approval of the special land use permit. The city sewer and water systems providing services to the building are in a closed system preventing risk of exposure to animal waste in the proposed outdoor animal walk area. Also noted, as a small animal veterinarian for the past 13 years, it is routine for pet owners to bring in a small fecal sample that they have collected at home in a closed container, at the time of their appointment, for fecal testing. These samples are rarely collected on site. Additionally, as a result of my proposed business plan detailing no grooming, boarding, or overnight stays of animals, animal waste should be kept at a minimum.

-A photograph of the storm drain location in relation to the proposed animal walk area is included for your review.

-**Exterior Lighting:** A site plan detailing the existing landscaping and the site lighting detail; as well as, a photograph of the parking lot lighting is attached for your review. There are no changes in the site lighting proposed with this use.

-**Signs:** Approval and permit from Genoa Township will be obtained prior to installation of signage. Sign regulations as outlined in Article 16 of the Township Zoning Ordinance will be followed.

-The landscape will not be affected by the interior build out of the leased space in the existing building. Consequently, Four Seasons Veterinary Services has minimal influence in the persuasion of alterations of the existing landscaping.

-The proposed business is consistent with the development of adjacent properties. Growth along the Grand River Avenue corridor has consisted of a mixture of medical, office, and commercial uses.

f. Impact on public facilities and services:

-The anticipated number of employees will be 5 during the initial start up phase. There will be 3 full-time employees and 2 part-time employees with 3 to 4 people working during each shift. I anticipate 3 to 5 patients daily in the first two months. Growth in employee and patient numbers over the first year and beyond is expected to be 4 to 5 employees per shift and an average of 15 patients daily. Client visits for prescription medication and diet refills are estimated at 5-10 visits per day. There are no anticipated impacts on public schools nor an increased need for police and fire protection.

-The items of concern provided by the Brighton Area Fire Authority will be addressed immediately following approval for the special land use permit:

1) The building and tenant addresses will be a minimum of 6" high letters of contrasting colors and clearly visible from the street. The rear doors will be provided with address number a minimum of 4" tall. The location and size shall be verified prior to installation.

2) A Knox Box shall be located on future submittals at each tenant space created. The Knox Box will be located adjacent to the front door of the structure.

3) The names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, and on-site project supervisor will be provided.

g. Impact on public utilities:

- The property is presently supplied by municipal sewer and water systems. The construction is limited to the interior of the existing building, so impact on public utilities will be minimal. After construction, there will be minimal impact on public utilities from the proposed business.

h. Storage and handling of any hazardous materials:

-Formalin Solution 10% Neutralized and Buffered. Chemical Name: Formaldehyde. Veterinary clinic use is limited to preserving tissue samples being sent to commercial laboratories for diagnostic testing. Sealed, pre-filled biopsy containers are provided by the laboratory in 30 ml, 60 ml, and 120 ml jars. Storage in a veterinary setting typically involves two (2) of each sized container stored at room temperature in a cabinet prior to use. A container is opened only briefly for biopsy tissue to be placed in it. It is immediately closed, taped, and labeled for submittal to the laboratory the same day. There is arranged pick up by someone from the laboratory the same day the biopsy is obtained. Formalin is a known carcinogen. Handling and personal protection protocols are followed in accordance with OSHA, Federal, and State Regulations.

i. Impact on Traffic and Pedestrians:

-The business is located in the site on Grand River Avenue west of Hubert Road. Access to the site will be through the existing driveway located at the East end of the property. Grand River Avenue at this location is a four lane road with a left turn center lane. Traffic counts conducted by the Livingston County Road Commission for this area of Grand River Avenue indicate a 24-hour traffic count of approximately 19,900.

-Traffic generated from this business in this site based on a leased space of 2,263 square feet and the proposed use is estimated to be 25 trips per day. Weekday peak hours will be from 4 pm to 7 pm. On the days of business open until 5 pm, there will be 6 to 7 trips in the one hour peak time period. On the days of business open until 7 pm, there will be 14 to 15 trips in the 3 hour peak time period.

Weekend peak hours will be 9 am to 1 pm. Anticipated trips will be 6 to 10 trips during the 4 hour peak time period. The traffic generated from this business will slightly increase the local traffic on Grand River Avenue. However, the existing level of service will not be significantly impacted by the proposed project.

j. **Special Provisions:**

-No special provisions or requirements are currently proposed for this facility.

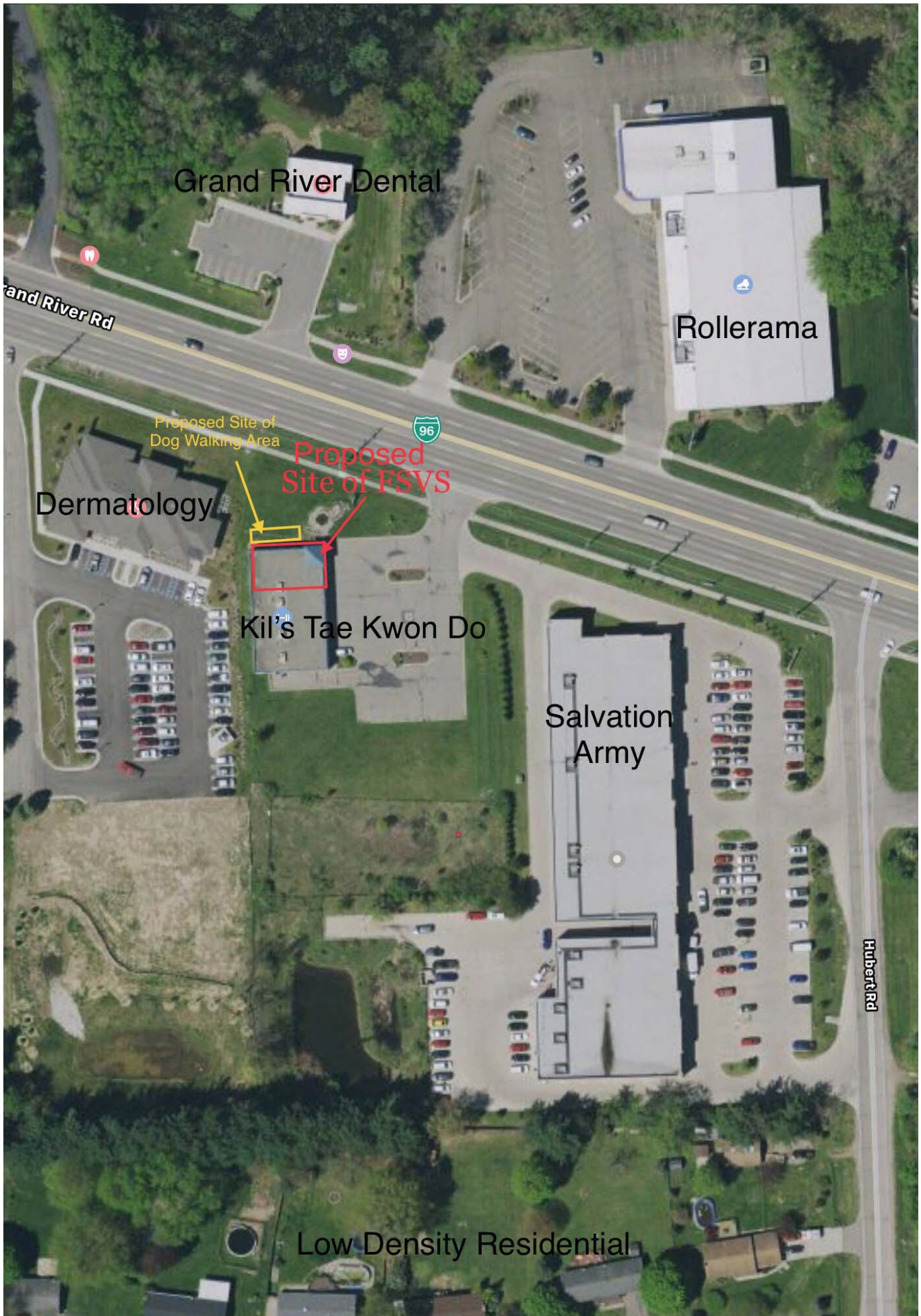
k. **List of sources:**

1 Ackerman, Lowell, "Blackwell's Five Minute Veterinary Practice Management Consult," Second Ed, 2014; pg. 712-714.

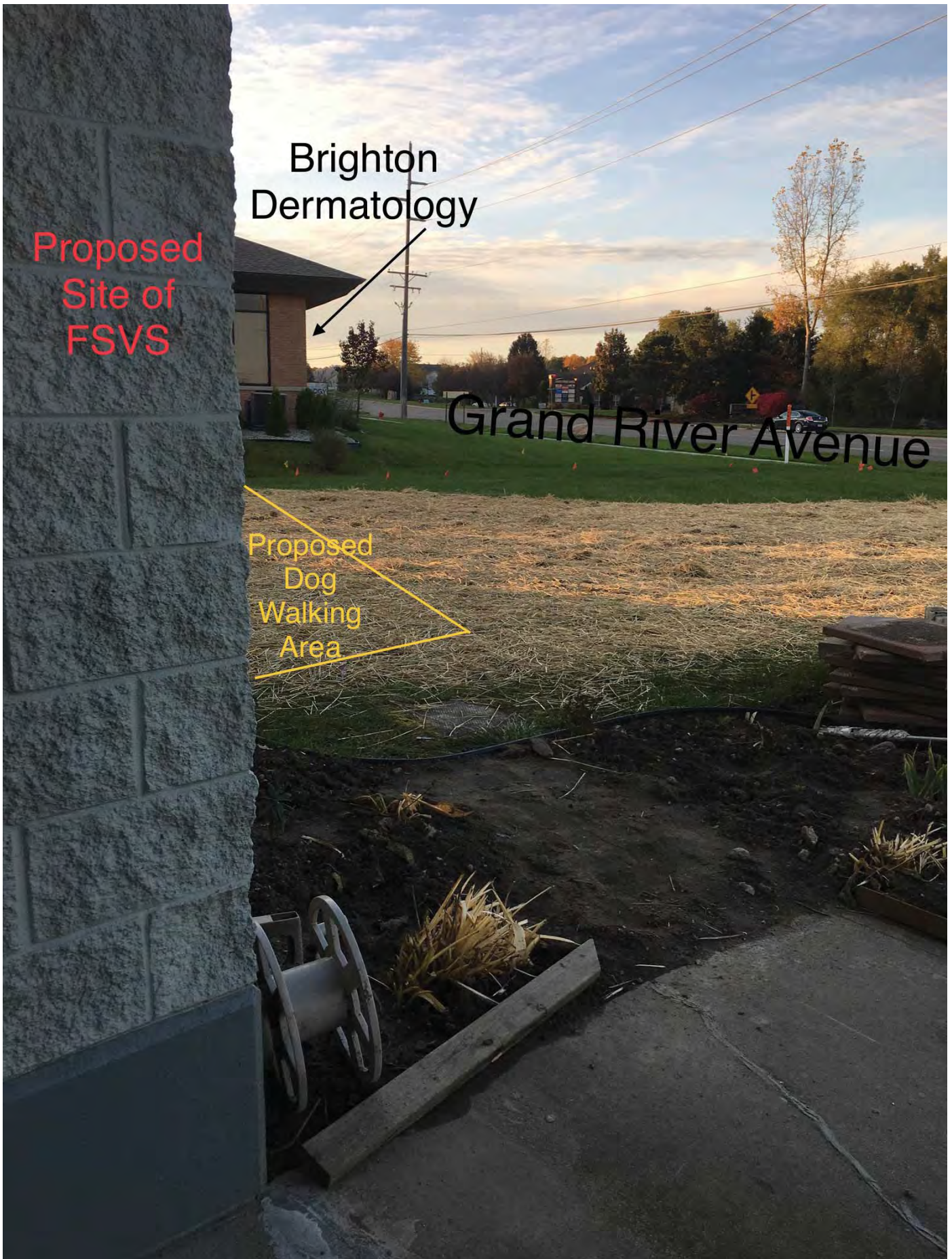
2 Desine Inc., Impact Assessment for Master Kil's Tae Kwon Do Fitness Center, proposal for Genoa Township for construction at the location of 6936 Grand River Avenue, Brighton, MI 48114; July 28, 1997.

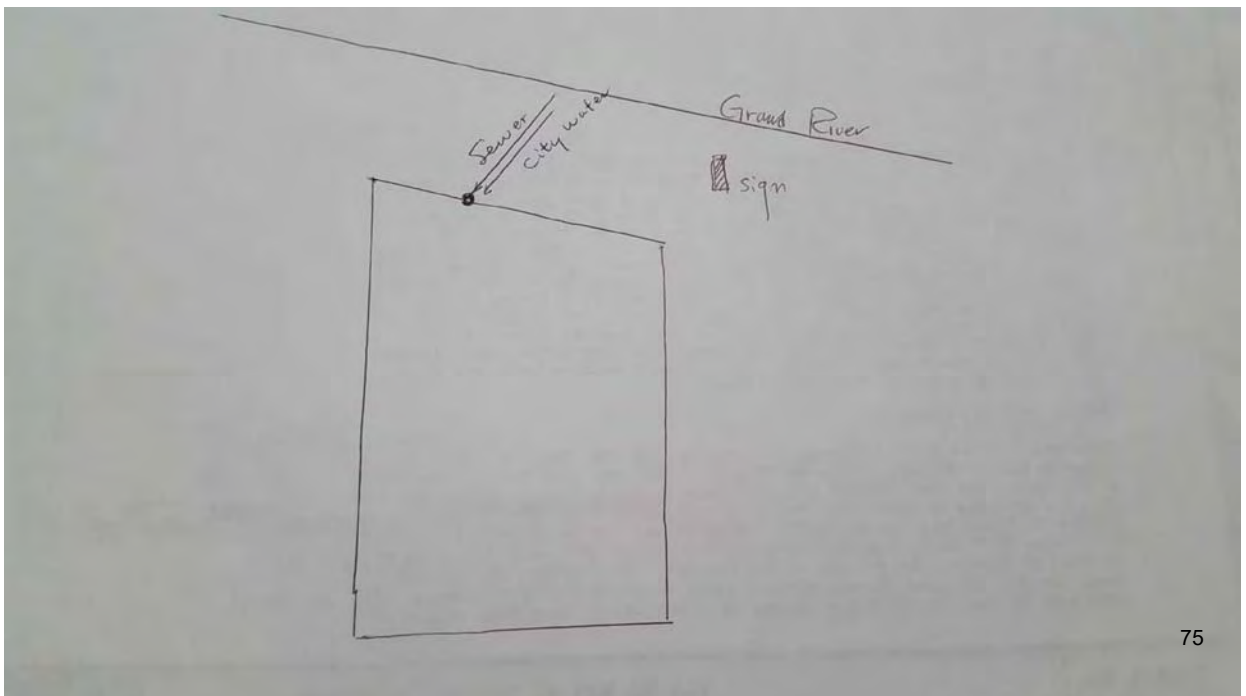
3 Livingston County Road Commission. Transportation Data Management System. 2015 data. <http://livingston.ms2soft.com/tcds/tsearch.asp?loc=Livingston&mod=>.

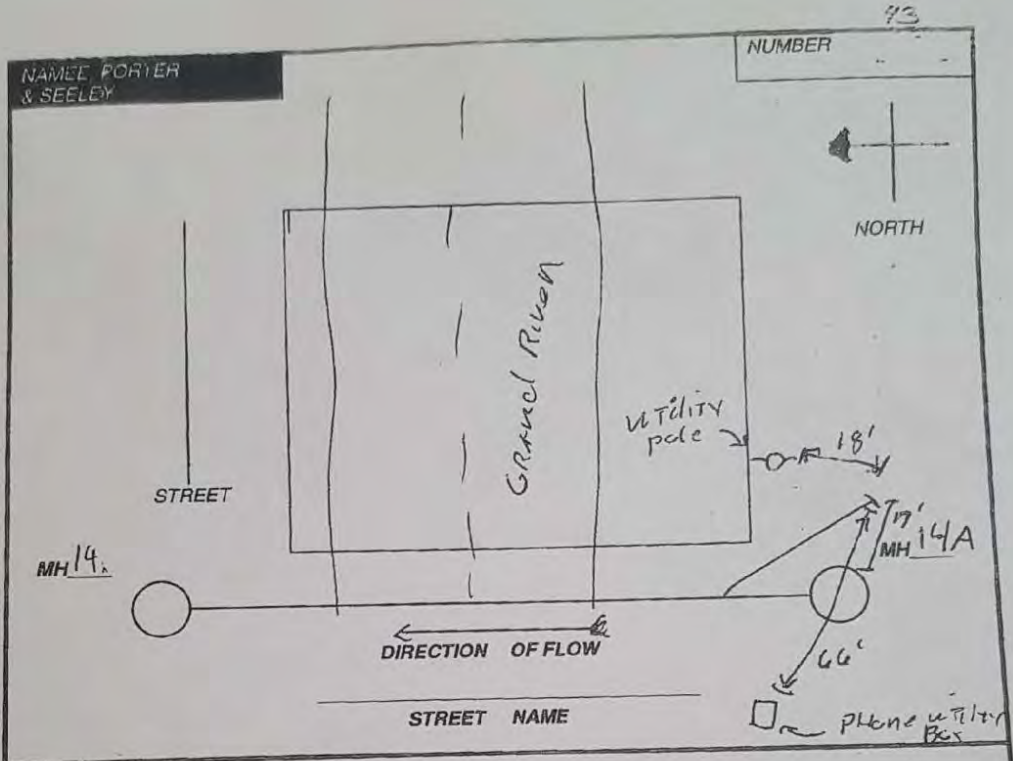






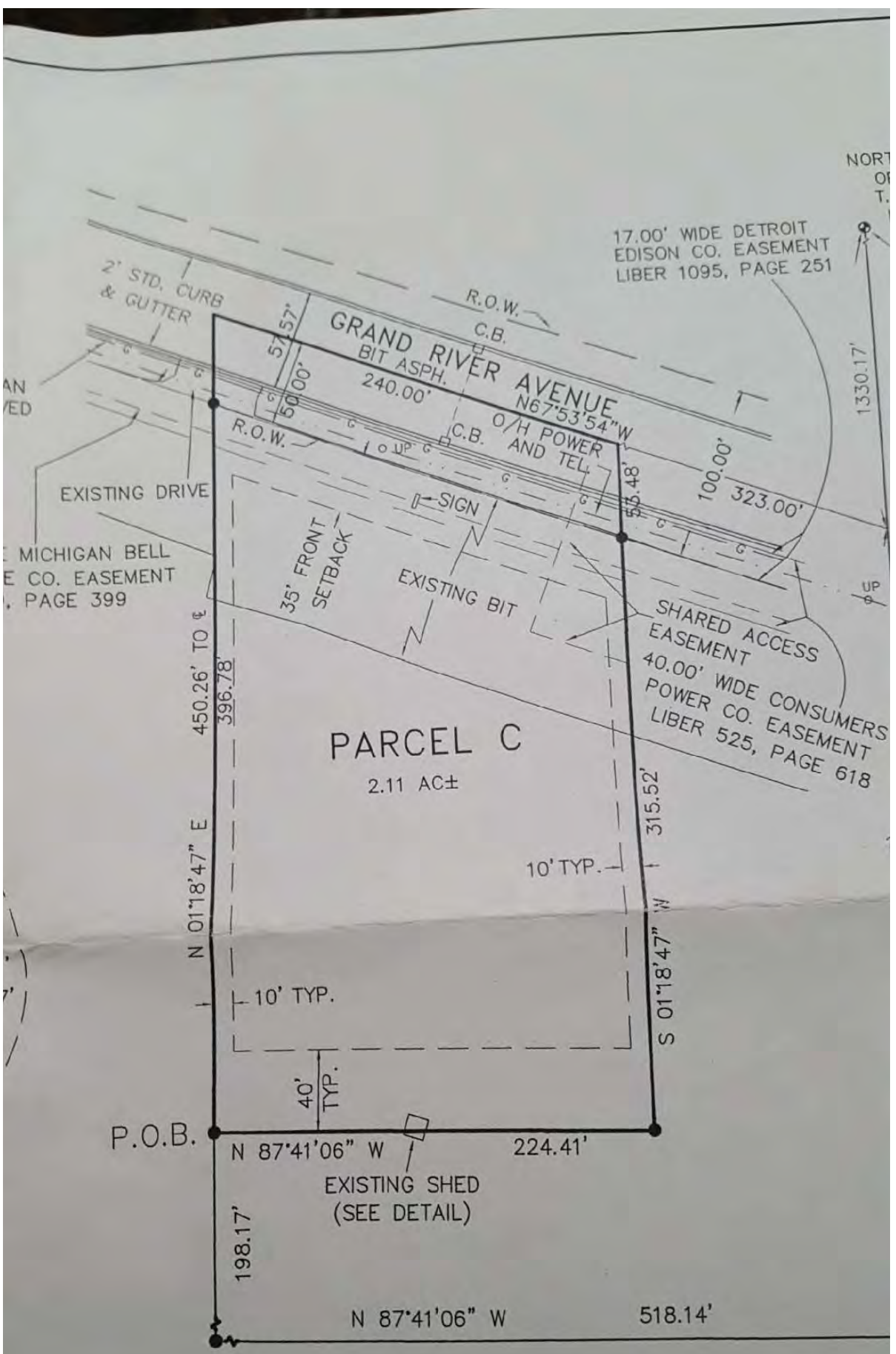






PROPERTY TAX NO 471(-14-200-024) DISTANCE FROM WYE TO DOWNSTREAM MANHOLE 85'
 HOME OWNERS NAME Kilis Taekwondo DEPTH OF LEAD AT PROPERTY LINE 978.85 (9.0')
 WAS OCCUPANT INVOLVED IN LOCATION OF LEAD? NO LENGTH OF RISER none
 SIZE AND TYPE OF LATERAL 6" SDR-26 LENGTH OF LATERAL 21'
 BASEMENT SLAB
 COMMENTS _____

<u>1-24-01</u> DATE INSTALLED	<u>Kilis Taekwondo center</u> <u>6936 GRAND RIVER Ave</u>	<u>0144.353-SW-1</u> CONTRACT NO.
<u>Tom McDowell</u> RPR	<u>Genoa Twp. MI</u> ADDRESS	<u>Genoa TWP.</u> CLIENT
SEWER LATERAL LOCATION SHEET		



GRAND BEACH #3
 LIBER 16, PAGES 9 & 10

876.38'
 77



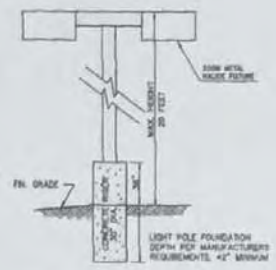


6936 Grand River Ave

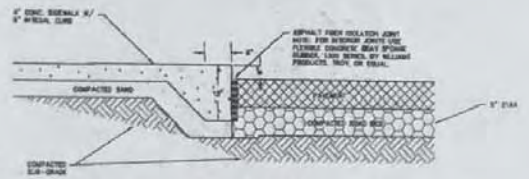


SIGN PANEL DETAIL
NOT TO SCALE

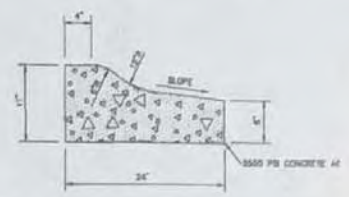
NOTES:
 1. SIGN PANEL TO BE 17"X17" TO 24"
 SINGLE FACE MOUNT 1/2" 1/4" THICKET
 REAR MOUNT
 PANEL WITH REDUCIBLE MTL. (24)
 GRAPHIC FINISH, BLANK
 PANEL: BLUE
 2. ALL SIGNS TO BE SNIP FABRICATED.
 3. REAR FACE TO BE REINFORCED W/ST
 CONCRETE. SIGN PANELS FINISHED W/ST
 2-PART EPOXY ENAMEL. 1 COAT/15 PANEL
 1-COAT FINISH. COLOR BY REQUEST.
 FRONT AND BACK FROM TO SHOOTERS.



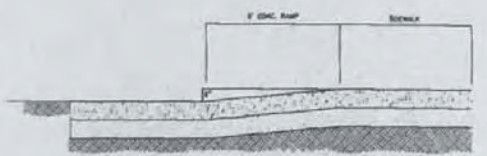
SITE LIGHT POLE
NOT TO SCALE



INTERGRAL CURB & ISOLATION JOINT DETAIL
NOT TO SCALE



4" REVERSE PITCH CURB DETAIL
NOT TO SCALE



BARRIER FREE ACCESS RAMP
NOTE: SEE SIDEWALK CROSS SECTION DETAIL.



4" ROLLED CURB DETAIL
NOT TO SCALE



ENTRANCE SIGN DETAIL
SCALE: 1" = 1'

REVISION NO.	DATE	REVISION-DESCRIPTION	BY	CHECKED-REVISION	DATE
01	08-26-97	REVISED FOR REVIEW COMMENTS			
02	09-18-97	REVISED PER PLANNING COMMISSION REVIEW			

DESIGN CONTROL	DATE
DRY: BAP 03 03	
DESIGN: W. 01-11	

**MASTER KIL'S
TAE KWON DO**

**SITE IMPROVEMENTS
NOTES & DETAILS**



DATE	BY
08-26-97	BAP
09-18-97	BAP
09-18-97	BAP
09-18-97	BAP
09-18-97	BAP

DT2



MHOG Utilities

Marion, Howell, Oceola, and Genoa Townships

- Manholes
- + Flushing Connections
- Gravity Main
- Force Main
- + Hydrant
- Water Valves**
- Normally Open
- Water Lead Lines**
- - Hydrant Lead
- Water Main
- Water Fittings**
- Hydrant Tap
- + Material Change
- Bend
- ▲ Reducer
- + Tee
- Cap
- Parcels

1" = 94'

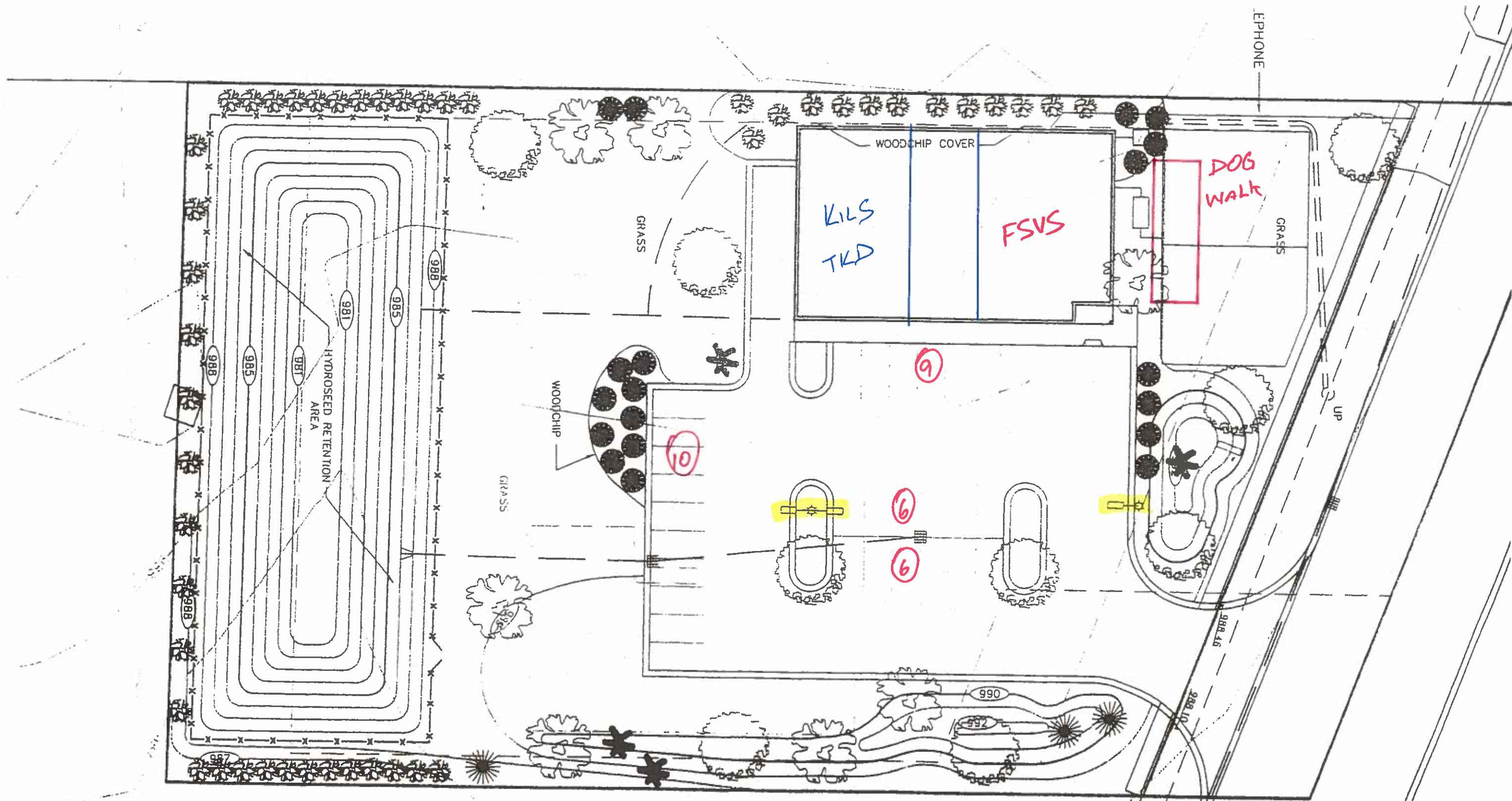


Source: Data provided by MHOG. MHOG does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community, and all use is strictly at the user's own risk.

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Published: January 27, 2018

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Swire, Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



6936 GRAND RIVER

GENOA TOWNSHIP

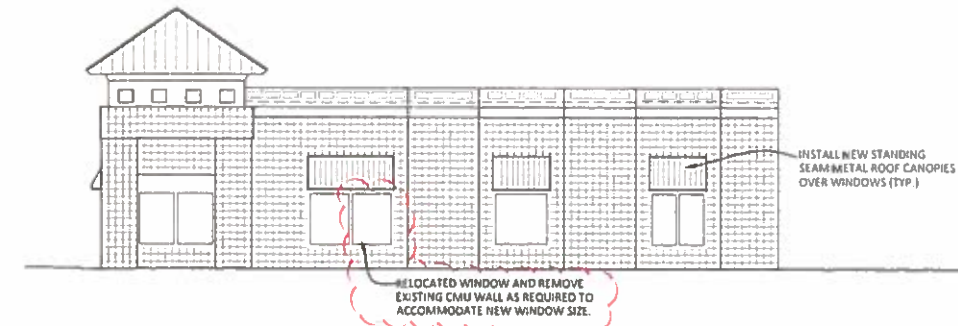
FEB 12 REC'D

RECEIVED

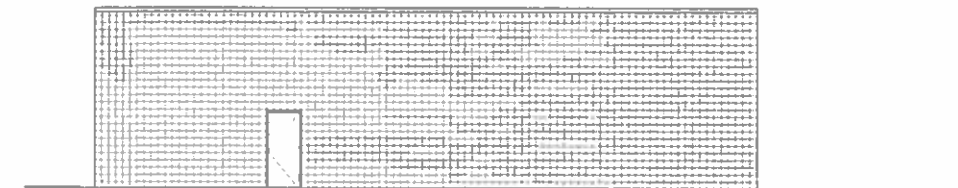
@ PC Meeting

proposed remodel
**MASTER
KILS**

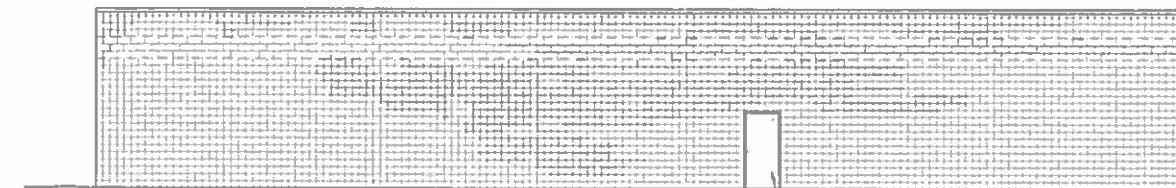
6936 GRAND RIVER AVE.
BRIGHTON, MI 48114



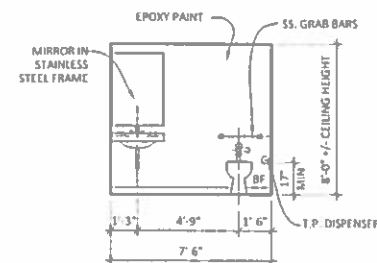
EAST EXTERIOR ELEVATION 4
SCALE: 1/8" = 1'-0"



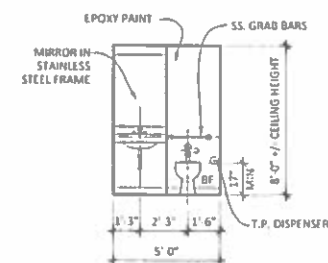
WEST EXTERIOR ELEVATION 3
SCALE: 1/8" = 1'-0"



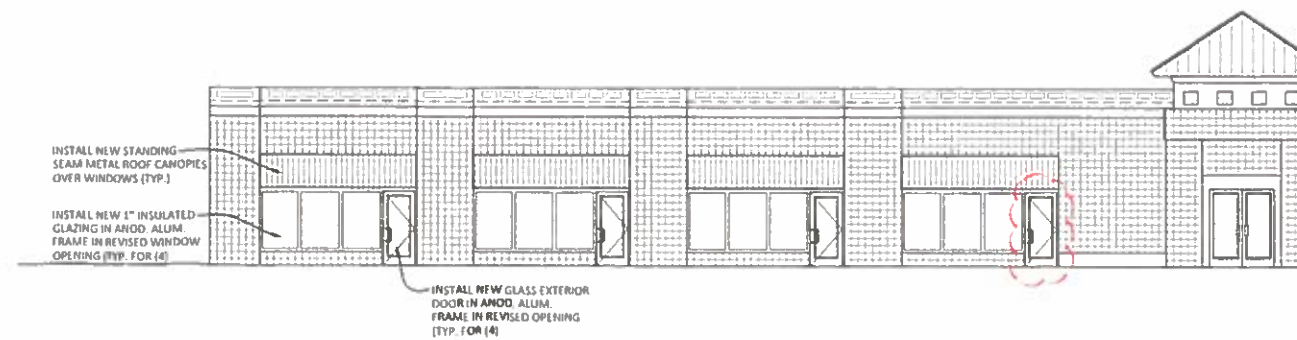
NORTH EXTERIOR ELEVATION 2
SCALE: 1/8" = 1'-0"



INTERIOR ELEVATION 6
SCALE: 1/4" = 1'-0"



INTERIOR ELEVATION 5
SCALE: 1/4" = 1'-0"



SOUTH EXTERIOR ELEVATION 1
SCALE: 1/8" = 1'-0"

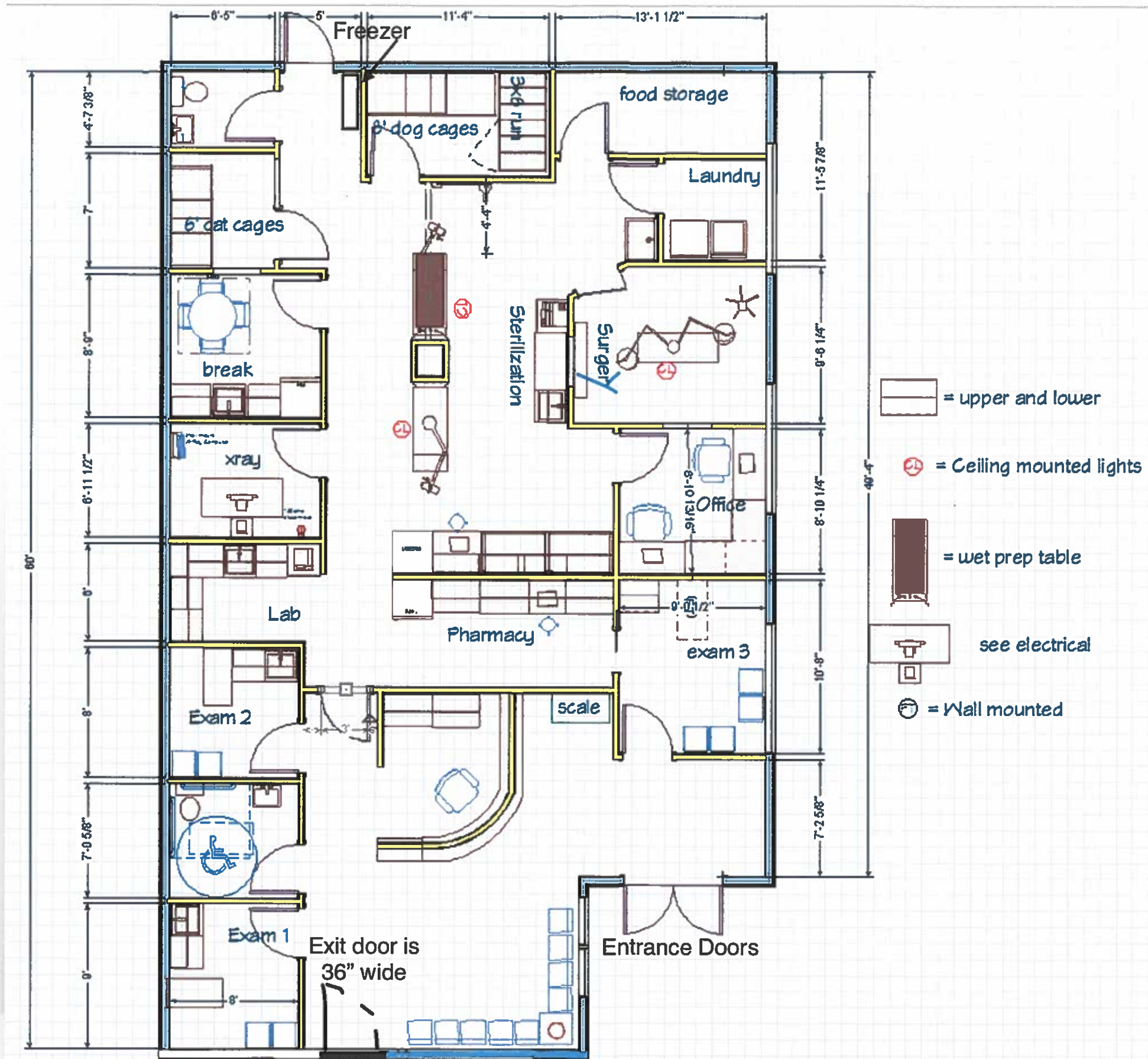
REV	DATE	ISSUED
12-01-17		BUILDING PERMIT RESUBMITTAL
10-25-17		BUILDING PERMIT

This drawing is an instrument of service, remains the property of Detroit Architectural Group, Inc. Any changes, publications, or unauthorized use is prohibited without express approval.



DRAWN BY:	ZTB
CHECKED BY:	JMR
IN CHARGE:	JMR
SHEET NAME:	EXTERIOR ELEVATIONS
JOB NO:	16-99
SHEET NO:	A-201 85

Plan

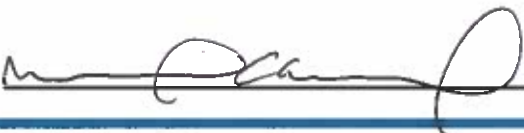




2911 Dorr Road
 Brighton, MI 48116
 810.227.5225
 810.227.3420 fax
 genoa.org

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Assistant Manager/Community Development Director
DATE: February 15, 2018
RE: Providence St. John – Site Condominium

Managers Review: 

Attached please find the project case file requesting approval of a site condominium for the St. John Providence (former Latson Road Elementary School) property located on the east side of the Grand Oaks and Latson Road intersection. The applicant proposes to establish a site condominium on a portion of the subject property. The proposal entails 6 site condominium units, distinct from the existing medical building in the northwest portion of the site (which would remain its own parcel separate from the site condominium). The detention basin is also included as a general common element of the proposed site condominium.

The property is zoned Non-Residential Planned Unit Development (NR-PUD) and the request is petitioned by St. John Providence. Section 12.07 requires both preliminary and final approval for condominium plans. Procedurally, both reviews go through the Planning Commission for a recommendation to the Township Board, who has final approval authority.

At the February 12, 2018 meeting the Planning Commission recommended conditional approval of the Preliminary and Final site condominium and environmental impact assessment. Based on the action of the Planning Commission I suggest Board consideration of the following action:

Moved by _____, Supported by _____ to APPROVE the Environmental Impact Assessment dated January 4, 2018 for a six-unit site condominium for St. John Providence located at the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843.

- SUPERVISOR**
Bill Rogers
- CLERK**
Paulette A. Skolarus
- TREASURER**
Robin L. Hunt
- TRUSTEES**
Jean W. Ledford
H. James Mortensen
Terry Croft
Diana Lowe
- MANAGER**
Michael C. Archinal

Moved by _____, Supported by _____ to grant **PRELIMINARY APPROVAL** for a six-unit site condominium for St. John Providence located at the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843 with the following conditions:

1. Approval of the Master Deed by the Township Attorney.
2. Acknowledgement by the petitioner that the Master Deed for St. John Providence Site Condominium does not supersede the Planned Unit Development or the Genoa Township Zoning Ordinance.

Moved by _____, Supported by _____ to grant **FINAL APPROVAL** for a six-unit site condominium for St. John Providence located at the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843 with the following conditions:

1. Approval of the Master Deed by the Township Attorney.
2. Acknowledgement by the petitioner that the Master Deed for St. John Providence Site Condominium does not supersede the Planned Unit Development or the Genoa Township Zoning.

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



GENOA CHARTER TOWNSHIP
Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: St. John Providence, Mark Yagerlender
If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: St. John Providence, 28000 Dequindre Rd., Warren, Michigan 48092

SITE ADDRESS: N/E corner Latson Rd. and I-96 PARCEL #(s): 47-11-09-100-039

APPLICANT PHONE: (248) 454-6567 OWNER PHONE: (248) 849-5773

OWNER EMAIL: Mark.Yagerlender@ascensionhealth.org

LOCATION AND BRIEF DESCRIPTION OF SITE: Former school site being
redeveloped by Ascension Health into a mixed use commercial
development adjacent to existing medical office building.

BRIEF STATEMENT OF PROPOSED USE: Creation of site condominium for
future development.

THE FOLLOWING BUILDINGS ARE PROPOSED: None at this time.

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Mark Yagerlender, Regional Director, Real Estate - MI and WI

ADDRESS: 18000 West Nine Mile Road, Suite 1200, Southfield, Michigan 48034

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

1.) Melissa A. Coatta of Hubbell, Roth & Clark, Inc. at mcoatta@hrcengr.com
Name Business Affiliation E-mail Address

FEE EXCEEDANCE AGREEMENT

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

SIGNATURE: *Mark Yagerlener* DATE: 1/5/2018
PRINT NAME: Mark Yagerlener PHONE: (248) 849 - 5773 / 248. 798.8919
ADDRESS: 18000 West Nine Mile Road, Suite 1200, Southfield, Michigan 48034

OPEN PUBLIC HEARING # 4... Review for preliminary and final site condominium approval for a proposed 6 unit site condominium. The property in question is located on the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843. The request is petitioned by St. John Providence.

Planning Commission Recommendation of Petition:

- A. Recommendation of Environmental Impact Assessment (01/04/18).
- B. Recommendation of Preliminary site condominium.
- C. Recommendation of Final site condominium.

Mr. Mark Yagerlender, Regional Director of Real Estate for St. John Providence, was present. Their new location has been successful and they are now requesting approval for their site condominium, which will allow them to develop the outlots on their site.

Mr. Borden reviewed his letter of February 7, 2018. The applicant is requesting to develop a site condominium complex. All of the required documents and plans have been submitted so he is recommending that the preliminary and final site plans be approved this evening.

There was a discussion between the Commission and the applicant's engineers regarding how each of the outlots would be developed, connecting roadways, the ownership and maintenance of the interior roadways, etc. It was noted that Flagstar Bank has already been approved. Each individual site will be before the Planning Commission and Township Board for approval.

Mr. Markstrom reviewed his letter dated January 29, 2018. He noted that when each individual site is to be developed, there will be engineering reviews. This may require that the buildings, etc. to be redesigned.

The call to the public was made at 9:15 pm with no response.

Moved by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of Environmental Impact Assessment dated January 4, 2018 for a six-unit site condominium for St. John Providence located on the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843. **The motion carried unanimously.**

Moved by Commissioner Mortensen, seconded by Commissioner McManus, to recommend to the Township Board approval of the Preliminary Site Condominium dated January 23, 2018 for a six-unit site condominium for St. John Providence located on the

east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843 with the following conditions:

- Approval of the Master Deed by the Township Attorney
- Acknowledgement by the petitioner that the Master Deed for St. John Providence Site Condominium does not supersede the Planned Unit Development or the Genoa Township Zoning Ordinance.

The motion carried unanimously.

Moved by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Final Site Plan dated January 23, 2018 for a six-unit site condominium for St. John Providence located on the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843 with the following conditions:

- Approval of the Master Deed by the Township Attorney
- Acknowledgement by the petitioner that the Master Deed for St. John Providence Site Condominium does not supersede the Planned Unit Development or the Genoa Township Zoning Ordinance.

The motion carried unanimously.

OPEN PUBLIC HEARING #5...Consideration of Zoning Ordinance Text amendments to Article 10 of the Zoning Ordinance, entitled "Planned Unit Development" is proposed to be amended to add standards related to "Interchange Commercial PUD" and "Interchange Campus PUD".

Planning Commission Recommendation of Petition:

A. Recommendation of Zoning Ordinance Text Amendment.

Ms. VanMarter provided details of the proposed text amendments to Article 10 of the **Township's Zoning Ordinance**. **She showed maps that depicted the locations of the proposed changes.** She and the engineers have developed the plan for the water and sewer services for this area. These changes are needed because to the continued demand due to the installation of the Latson Road / I-96 Interchange.

Mr. Todd Wyatt, who owns 200 acres of property in this area, stated that he is interested in developing the property with low-intensity industrial uses. He has been assisting with the development of the text amendments. He would like to show the Planning Commission some proposed designs.

The Planning Commission is **interested in seeing Mr. Wyatt's ideas for the area.** It was suggested to have him return to a future meeting.

The call to the public was made at 10:08 pm with no response.



February 7, 2018

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	St. John Providence – Site Condominium Plan Review #2
Location:	East side of Latson Road, between Grand River Avenue and I-96
Zoning:	NR-PUD Non-Residential Planned Unit Development District

Dear Commissioners:

At the Township’s request, we have reviewed the revised submittal from St. John Providence requesting site condominium review/approval for a portion of the Latson School PUD property.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

A. Summary

1. The applicant must address any comments provided by the Township Attorney with respect to the Master Deed.
2. Some of the proposed building envelopes depicted do not meet the setback requirements established by the PUD Agreement. The applicant has acknowledged this and stated that future development will either comply with the applicable standards or an amendment to the PUD will be sought.
3. The applicant must address any comments provided by the Township Engineer.

B. Proposal/Process

The applicant proposes to establish a site condominium on a portion of the subject property. The proposal entails 6 site condominium units, distinct from the existing medical building in the northwest portion of the site (which would remain its own parcel separate from the site condominium). The detention basin is also included as a general common element of the proposed site condominium.

Section 12.07 requires both preliminary and final approval for condominium plans.

Procedurally, both reviews go through the Planning Commission for a recommendation to the Township Board, who has final approval authority.

C. Site Condominium Plan Review

1. **Condominium Documents.** The submittal includes a Master Deed for the Genoa Township Medical Complex Condominium, as required by Section 12.07.02. The applicant must address any comments provided by the Township Attorney.



Aerial view of site and surroundings prior to recent construction activities (looking east)

- 2. Dimensional Requirements.** Each of the 6 units proposed meets or exceeds the minimum dimensional standards for a lot, as established by the PUD Agreement for this site (1-acre area and 120' of width).

The plan identifies proposed building envelopes; however, not all of building depictions comply with the setback requirements established by the PUD Agreement. Of note are Units 1 and 4, which are shown as future expansions of the existing medical building; thus, providing zero lot line setbacks where the buildings connect.

The applicant has acknowledged this situation and indicates that future development will either comply or the owner will seek amendment to the PUD, which will be subject to Township review in accordance with Article 10 of the Zoning Ordinance.

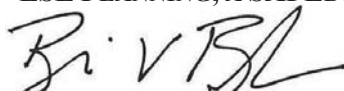
- 3. Circulation.** The plan includes an easement over the main driveway connection to S. Latson Road, as well as cross access easements between each of the proposed Units within the site condominium.

Additionally, the submittal states that "once the site plans are developed for the Units, sidewalks will be connected and easements written." Vehicular and pedestrian connections throughout the site are required by the PUD Agreement.

- 4. Grading, Drainage and Utilities.** We defer to the Township Engineer for review/comment.

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.

Respectfully,
LSL PLANNING, A SAFE BUILT COMPANY


Brian V. Borden, AICP
Planning Manager



January 29, 2018

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

Re: St. Johns Providence Condominium Site Plan Review #2

Dear Ms. Van Marter:

Tetra Tech conducted a site plan review of the revised St. Johns Providence condominium plans and documents submitted by Hubbell, Roth, & Clark, Inc. The submission included site plans dated January 23, 2018, the site master deed, a response letter to the first review, and previous site documents pertaining to storm drainage and grading.

A review of the revised plans and additional documents resulted in no further engineering concerns for the approval of the site condominium per Zoning Ordinance Section 12.07. This site is an atypical submission for site plan review because much of the information required for a site plan is not known at the time of review. For future site plan reviews please note:

- Each unit will require a site plan review of specific utility plans and usage.
- As they are built, the water and sewer utilities, because they are a public utility extensions, will require review through the MHOG Construction Plan Review process.
- The stormwater detention calculations will require updates based on each unit's development plans. The composite runoff coefficient and detention volumes will need to be updated as each unit is developed.
- All new construction will be required to meet the engineering and construction standards of the authority having jurisdiction at the time of the construction.

Let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary Markstrom'.

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

A handwritten signature in blue ink, appearing to read 'Marguerite K. Davenport'.

Marguerite K. Davenport
Project Engineer

copy: Melissa Coatta, Hubbell, Roth & Clark, Inc.



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

February 02, 2018

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

St. John Providence Site Condo
NE corner of Latson & I-96
Howell, MI 48843

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on January 8, 2018 and the drawings are dated January 1, 2018. The project is for the creation of site condominium for future mixed use development. The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

The Brighton Area Fire Authority has no further comments from the previous letter as it relates to the unit split.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, CFPS
Fire Marshal

IMPACT ASSESSMENT
ASCENSION HEALTH – PARCEL 11-09-100-039
SITE CONDO
GENOA TOWNSHIP, LIVINGSTON COUNTY, MI

JANUARY 4, 2018

HRC NO. 20160752

The following assessment follows the requirements of Section 18.07 “Written Impact Assessment Requirements” of the Genoa Township Zoning Ordinance

A. Prepared for

Ascension Health
18000 West Nine Mile Road
Suite 1200
Southfield, Michigan 48034

Prepared by:

Hubbell, Roth & Clark Inc., Consulting Engineers
555 Hulet Drive, P.O. Box 824
Bloomfield Hills, Michigan 48303-0824

B. Description of the site including improvements, natural feature, and location.

The 14.57 acre former Latson Elementary School site (1201 S. Latson Road) is located northeast of the new I-96 interchange at Latson Road. The previous buildings and utilities have been removed from the site and Livingston Ambulatory Facility was built on the site in 2016. There are two (2) existing commercial drives located on the west side of the site at the Grand Oaks intersection and at the northwest corner of the site. The concrete drives have been constructed for three lanes each.

The site is relatively flat and gently slopes from the Northwest to the Southeast eventually surface draining into the MOOT R.O.W. for I-96 and the west bound Latson Road off ramp. The elevations range from 1017 at the Grand Oaks drive entry to 994 at the southeast corner of the parcel.

Existing on-site utilities include an 8" sanitary sewer along Latson Road. An 8" public water main is located approximately 15 feet south of the north property line. There are existing stormwater catch basins that previously conveyed runoff to the southern portion of the property.

Adjacent properties include:

North - Genoa Place Apartments - Zoned - HDR
East - Genoa Place Apartments - Zoned - HDR
South - MDOT - I-96
West - Lowes Home Centers - Zoned – NRPUD

C. Impact on Natural Features:

The site is relatively flat gently sloping from the NW to the SE. USDA Soil conservation Service "Soil Survey of Livingston county, Michigan", indicates native soils consist of:

1. MoB - Miami loam, 2-6 percent slopes. Surface runoff is slow, permeability is moderate and erosion hazard is slight.

Vegetative cover for the includes low grasses and beginning succession growth. There are no canopy trees present on the parcel south of the Livingston Ambulatory Facility.

The national wetland inventory indicates no regulated wetland areas exist on the site.

D. Impact on stormwater management and description of soil erosion control measures.

The proposed site condo will not impact current stormwater management built for Livingston Ambulatory Facility and proposed FlagStar Bank. In the future when the other units of the site condominium request approvals for surface runoff during construction, they will utilize BMPs and methods set forth by The Livingston County Drain Commissioner. These methods will include temporary and permanent seeding, mulching/blanketing, silt fence, silt sacks. Construction may include periods of dust, vibration noise and smoke but will be controlled to the extent possible. Dust will be controlled using appropriate dust suppression measures.

E. Impact on surrounding land use: Description of proposed usage and other man made facilities: how it conforms to existing and potential development patterns. Effects of added lighting, noise or air pollution which would negatively impact adjacent properties.

This parcel is identified as Regional Commercial in Master Plan and be developed as a Nonresidential Planned Unit Development. The first phase is planned s a 3 story, 60,000 SF medical office building located on the northern portion of the site was built in 2016. This site currently has house physician offices and medical support services related to medical practice. The offices are compatible with normal business hours associated with retail or other allowable uses within the NRPUD classification.

The second (approximately - 10,000 SF) and third phases (approximately - 40,000 SF) are planned to be medical related facilities and may include additional medical office floor space as well as an outpatient surgical center. All of these services are consistent with similar and allowable uses within the NRPUD designation. The configuration of the medical portion of the development shields the main parking area from the adjacent residential uses. The site plan includes generous buffers between the adjacent uses to provide adequate separation from adjoining properties.

The south portion of the site will be developed to include allowable uses such as retail, restaurants or financial services. These uses generally operate within normal business hours between 8 AM and 10 PM. The locations of these facilities places later hour businesses further from the adjacent residential development. In addition, the location of these services is well suited to the I-96 access thus reducing additional traffic impacts further north on Latson Road. The second building will be the Flagstar Bank, which has received Township approval. The site condo that the application is requesting will prepare the site for future uses, as well as provide for a method to operate and maintain the site for the future, to insure it remains an asset to the Township.

F. Impact on public facilities and services.

The future outlot uses within the development will support its share of the service cost through appropriate taxing methods, the Master Deed clearly defines the unit owner's responsibilities and how they will be paid for.

G. Impact on public utilities.

The future outlot development will be served by public water and sewer systems currently located on the site. Per the South Latson Utility Study Prepared by Tetra Tech, the existing systems have sufficient capacity to serve the anticipated development.

H. Storage or handling of hazardous materials.

All hazardous wastes related to the site condominium and the medical office building will comply with current health requirements and include required emergency planning procedures and protocols. No other hazardous waste related uses are planned for the site

I. Traffic Impact Study.

The traffic report will be furnished as a part of future site plans for the units of the site condominium as they request approval for their specific uses.

J. Historical and Cultural Resources.

There are no historical or culturally significant features related to this site.

MASTER DEED

GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

(Act 59, Public Acts of 1978, as amended)

This Master Deed is made and executed on December 12, 2017, by **St. John Providence**, a Michigan nonprofit corporation (hereinafter referred to as "Developer"), whose address is 28000 Dequindre Rd., Warren, Michigan 48092, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (hereinafter referred to as the "Act").

WITNESSETH

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the **Genoa Township Medical Complex Condominium** as a business Condominium under the Act and does declare that the Genoa Township Medical Complex Condominium (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as "Genoa Township Medical Complex Condominium". The Condominium Project is established in accordance with the Act. The building and units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit B

hereto. The Condominium Project contains individual Units, and each Unit is intended for business use and is capable of individual utilization on account of having its own entrance from and exit to a Common Element (or other designated ingress/egress area) of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Part of the Northwest 1/4 of Section 9, T.2N., R.5E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northwest corner of said Section 9; thence along the West line of said Section 9 South 01 Degrees 46 Minutes 12 Seconds East 718.36 feet; thence North 88 Degrees 08 Minutes 18 Seconds East 445.82 feet to the Point of Beginning; thence North 88 Degrees 08 Minutes 18 Seconds East 254.18 feet; thence South 1 Degrees 46 Minutes 12 Seconds East 995.34 feet; thence North 74 Degrees 17 Minutes 55 Seconds West 134.50 feet; thence North 80 Degrees 34 Minutes 02 Seconds West 243.16 feet; thence North 88 Degrees 29 Minutes 51 Seconds West 222.00 feet; thence North 45 Degrees 07 Minutes 09 Seconds West 114.42 feet; thence North 1 Degrees 46 Minutes 12 Seconds West 182.00 feet; thence South 89 Degrees 34 Minutes 04 Seconds West 33.00 feet; thence North 01 Degrees 46 Minutes 12 Seconds West 83.88 feet; thence along a curve to the right 50.44 feet, said curve having a radius of 68.99 feet, a central angle of 41 Degrees 53 Minutes 09 Seconds and a chord bearing North 69 Degrees 30 Minutes 29 Seconds East 49.32 feet; thence North 89 Degrees 58 Minutes 49 Seconds East 176.23 feet; thence along a curve to the left 13.34 feet, said curve having a radius of 104.96 feet, a central angle of 07 Degrees 16 Minutes 56 Seconds and a chord bearing North 86 Degrees 21 Minutes 36 Seconds East 13.33 feet; thence North 82 Degrees 43 Minutes 14 Seconds East 52.67 feet; thence along a curve to the right 24.31 feet, said curve having a radius of 192.00 feet, a central angle of 07 Degrees 15 Minutes 07 Seconds and a chord bearing North 86 Degrees 20 Minutes 47 Seconds East for 24.29 feet; thence North 89 Degrees 59 Minutes 16 Seconds East 119.72 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 320.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East 16.82 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 55.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East 116.35 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 114.96 feet; thence North 90 Degrees 00 Minutes 00 Seconds West 136.34 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 40.80 feet to the Point of Beginning.

Said property contains 384,337 square feet, or 8.82 acres, more or less and subject to easements, restrictions and governmental limitations.

Tax Parcel I. D. Number: 4711-09-100-039

Commonly Known as: ____ S. Latson Road, Genoa Township

All of the above being subject to easements, restrictions, rights-of-way and reservations of record, as well as all governmental limitations.

ARTICLE III **DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, corporate Bylaws, Rules and Regulations of the Genoa Township Medical Complex Condominium Association, a Michigan non-profit corporation, deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in the Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

3.01 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

3.02 Association. "Association" means the Genoa Township Medical Complex Condominium Association, the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or by, or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

3.03 Common Elements. "Common Elements", where used without modification, shall mean both the General Common Elements and the Limited Common Elements described in Article IV hereof.

3.04 Condominium Bylaws. "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

3.05 Condominium Documents. "Condominium Documents", wherever used, means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association, as the same may be amended from time to time.

3.06 Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Genoa Township Medical Complex Condominium as described herein.

3.07 Condominium Project. "Condominium Project", "Condominium", or "Project" means the Genoa Township Medical Complex Condominium as a Condominium Project established in conformity with the provisions of the Act. The Condominium Project and the Land within it are adjacent to a parcel of land containing a medical office building that is owned by Genoa Healthcare Investors, LLC, or its affiliate or their respective successors in interest (the "M.O.B. Owner").

3.08 Condominium Subdivision Plan. "Condominium Subdivision Plan" means the Livingston County Condominium Subdivision Plan No. _____, attached hereto as Exhibit B.

3.09 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe the Genoa Township Medical Complex Condominium as a completed Condominium Project and shall reflect the Convertible Areas (as defined herein) converted from time to time to increase the size of Condominium Units or to create new General or Limited Common Elements under Article VI and the final Condominium Premises adjusted for land added to or removed from the

Condominium from time to time under Article VII. The Consolidating Master Deed shall also express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Genoa Township Medical Complex Condominium.

3.10 Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project, and shall include a land contract vendee. The term "Owner" wherever used, shall be synonymous with the term "Co-owner".

3.11 Developer. "Developer" shall mean **St. John Providence**, Michigan LARA No. 715598, a Michigan nonprofit corporation, which has made and executed this Master Deed, and its successors and assigns.

3.12 Development Period. "Development Period" shall mean that certain period of time beginning on the date of recording of this Master Deed and ending with the date of recording of the Consolidated Master Deed with the Livingston County Register of Deeds.

3.13 First Annual Meeting. "First Annual Meeting" means the first meeting of the members of the Association at which the members elect at least one (1) member of the Board of Directors of the Association.

3.14 Proportionate Share. "Proportionate Share" assigned to each Unit within the Condominium shall be determined based upon the relative size of each Unit to the Project, and will be calculated as follows: The square footage of a Unit divided by the total square footage of all Units within the Project.

3.15 Telecommunications System. "Telecommunications System" means a system or videotext, telephone, broad band cable, satellite dish(es) serving the entire Project, if any, earth antenna and similar telecommunication services.

3.16 Township. "Township" shall mean Genoa Township.

3.17 Unit. "Unit" shall mean the space constituting a single complete Unit in the Condominium, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. Each Unit will contain its own designated parking areas, which will not be deemed Common Elements of the Condominium. However, the parking areas within each Unit will be subject to the other provisions of this Master Deed, including Section 10.06.

Wherever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV **COMMON ELEMENTS**

The Common Elements of the Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

4.01 General Common Elements. The following Common Elements are General Common Elements:

(a) **Land.** The land described in Article II hereof, including all landscaping within the Project located outside the Unit boundaries, all landscaped and safety islands, drives, sidewalks, parking spaces, and trash collection areas including the screening around any trash collection area;

(b) **Improvements.** The private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

(c) **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

(d) **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(e) **Water.** The underground sprinkling system for the Common Elements and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(g) **Storm Drainage.** The storm drainage and water retention system throughout the Project;

(h) **Irrigation System.** The sprinkler system which provides irrigation to all of the General Common Elements and landscaping throughout the Project.

(i) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(j) **Telecommunications.** The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(k) **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project;

(l) **Flagpoles.** All flagpoles erected by the Developer throughout the Project;

(m) **Outdoor Lighting.** Outdoor lighting located on or serving any portion of the Project, including but not limited to Project signs;

(n) **Storm Water Detention Basin.** The storm water detention basin within the Condominium Project, and any underground detention facility which may be developed within the detention basin if any storm water detention basin(s) are converted to an underground facility (the "Detention Basin"); and

(o) **Other.** Such other elements of the Project not herein specifically designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit or any Limited Common Elements, and which are intended for common use by the Co-owners of all Units, or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. Per the Subdivision Plan attached as Exhibit B, except for the Detention Basin, the General Common Elements comprise an immaterial portion (less than 1%) of the Condominium Land area.

4.02 Limited Common Elements. The Common Elements described below are Limited Common Elements, in that they serve at least one but not all of the Co-owners. They are assigned as follows:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on the Condominium Subdivision Plan, including all utility and supporting lines located on or beneath that land;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

(d) **Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

(e) **Delivery Boxes.** The mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

(f) **Driveways and Walkways.** The portion of any driveway and walkway, if any, exclusively serving the building(s) constructed within a Unit, located within the boundary of said Unit; and

(g) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

Per the Subdivision Plan attached as Exhibit B, the Limited Common Elements comprise an immaterial portion (less than 1%) of the Condominium Land area. If no specific assignment of one or

more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development Period) and the Association (after the Development Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.03 Responsibilities for Maintenance, etc. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **General Common Elements.** The responsibility for and costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association. However, the M.O.B. Owner will also channel water from its property into the Detention Basin, and Developer will ensure that the M.O.B. Owner timely and properly contributes to the Association a commercially reasonable amount to contribute to the cost of repairing and maintaining the Detention Basin, which amount will be commensurate with the M.O.B. Owner's use of the Detention Basin.

(b) **Limited Common Elements.** The responsibility for and costs of maintenance, repair and replacement of each Limited Common Element described in Article IV, Section 4.02 above, shall be borne by the Co-owner of the Unit(s) served by such Limited Common Elements, except as stated in Section 4.04 below. Notwithstanding anything contained in this Master Deed or the Bylaws to the contrary, whenever a Limited Common Element is assigned to more than one Unit in the Condominium Project (e.g., all the Parking Areas referenced in Section 4.02), the cost for maintenance, repair and replacement of that Limited Common Element shall be shared and paid by the Co-Owners of all of such Units served by said Limited Common Element, based upon the Proportionate Share of each Unit as determined and defined in Section 3.14 of this Master Deed. Notwithstanding anything contained in this Master Deed to the contrary, the responsibility for repair, reconstruction, and replacement of the Limited Common Elements following a casualty loss shall be governed by Article VI of the Condominium Bylaws attached hereto as Exhibit A. Unit 2 has been designed so that it has no limited common elements assigned to it.

(c) **Damage by Co-owner, Guests, etc.** Each Co-owner shall be responsible for damages to the Project or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his guests, agents, invitees or tenants, or the guests, agents or invitees of his tenants.

(d) **Use of Units, Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

(f) **Failure of Co-owner to Maintain.** In the event a Co-owner shall not maintain, repair or replace those Common Elements for which the Co-owner is responsible as described above, the Association may maintain, repair or replace the same and charge the cost of any such maintenance, repair or replacement to that Co-owner by adding such cost to the monthly assessment of that Co-owner or otherwise.

4.04 Detention Basin Operation and Maintenance. Pursuant to this Article IV, notwithstanding Section 4.03(b) above, the Association shall be responsible for the maintenance, replacement and repair of the Detention Basin, in compliance with all applicable laws, ordinances and codes, and subject to any easements affecting the Condominium as may be reflected in the Condominium Documents.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.01 Description of Unit. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of the Genoa Township Medical Complex Condominium, as surveyed by Hubbell, Roth & Clark, Inc., registered engineers and land surveyors, and attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior unpainted walls and ceilings (not a suspended ceiling if one is constructed) and from the slabfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

5.02 Percentages of Value and Voting Rights. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the number of square feet (projected or actual) of the area of each Unit compared to the total number of square (projected or actual) feet of all Units within the Project, with the resulting percentages reasonably adjusted to total precisely one hundred (100%) percent. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners on matters voted on by value. The total value of the Project is one hundred (100%) percent. The formula for assigning percentages of value in the Project is as follows:

Usable square footage (estimated or actual) was obtained from the architectural drawings developed for the Project dated December 8, 2016. Each Unit was allocated a pro-rata share by dividing each Unit's usable square footage (estimated or actual) by the total usable square footage (estimated or actual) for the Project.

The resulting pro-rata share percentage for each Unit was then multiplied by the total common area square footage for the Project.

The resulting gross square footage for each Unit was then multiplied by the estimated purchase price for the Project to obtain a total value.

The estimated purchase price for each Unit was added together. The percentage value was obtained by multiplying each Unit's estimated purchase price by the sum of all of the estimated purchase prices.

Each Unit number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit are set forth below:

<u>Unit No.</u>	<u>% Project</u>
Unit 1	12.85%
Unit 2	12.85%
Unit 3	12.85%
Unit 4	23.12%

Unit 5	17.25%
Unit 6	<u>21.08%</u>
Total	<u>100.00%</u>

5.03 Modification of Units. The dimensions of Units or Limited Common Elements may be modified, in the Developer's sole discretion, by enlargement or reduction in size, by an amendment effected solely by the Developer without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or other materially significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. Further, the Developer may, in connection with any such amendment, readjust percentages of value and Proportionate Share for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method originally used to determine the percentages of value and Proportionate Share for the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, the proportionate reallocation of percentages of value and the Proportionate Share of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Notwithstanding the foregoing provisions, Developer may not modify the scope or size of Unit 2 without the Co-owner of Unit 2's prior written consent, which that Co-owner may withhold in its sole discretion.

ARTICLE VI **CONVERTIBLE AREA**

6.01 Designation of Convertible Areas. All Common Elements shall be designated as "Convertible Areas".

6.02 Developer's Right to Convert. Any other provision of this Master Deed notwithstanding, the Developer reserves the right within a period ending fifteen (15) years after the date of recordation of this Master Deed to convert any of the Convertible Areas as follows: Common Elements may be converted from General Common Elements or Limited Common Elements to other General Common Elements, Limited Common Elements or additions to Units and new appurtenant Limited Common Elements for the purpose of expanding Units, building modifications, and adding such features as entryways, vestibules or other additions.

6.03 Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures and improvements in other portions of the Condominium Project.

6.04 Restrictions on Conversion. There are no restrictions on the right of the Developer to create new General Common Elements, Limited Common Elements or to add to Units and create new appurtenant Limited Common Elements from the Convertible Areas of the Project, other than as explicitly set forth herein. The consent of any Co-owner is not required in relation to the election of the Developer. There is no obligation on the part of the Developer to convert any portion of the

Convertible Area described in this Article nor is there any obligation to convert portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

6.05 Amendment of Master Deed. The conversion of any part of the Convertible Areas shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer. Such amendment or amendments to the Master Deed shall also contain such definitions of General or Limited Common Elements as may be necessary. If the conversion results in the creation of new Units or additions to existing Units, the Developer shall recompute the Proportionate Share and the percentages of value based upon the method originally used to compute the Proportionate Share and percentages of value for the Project. Such amendments may be effectuated without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

6.06 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing conversion. All such interested persons irrevocably appoint the Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

6.07 Waiver of Conversion Limitation. Section 31(g) of the Act limits, to six (6) years after the recording of the Master Deed, the time within which condominium project conversion rights generally may be exercised by a Developer. Inasmuch as this Condominium is a business condominium project which may take considerably longer than six (6) years to develop, the ordinary six (6) year contraction limitation is inappropriate for this development. Thus, this Article VI provides that the Developer's rights to convert the Project extend for a period ending fifteen (15) years from the date of recording the Master Deed. Accordingly, all Co-owners, mortgagees and other persons interested or to become interested in the Condominium from time to time hereby expressly waive any right which they, or any of them, may have under the Act to require the exercise by Developer of its conversion rights with respect to the Condominium within six (6) years.

ARTICLE VII

EXPANSION OR CONTRACTION OF THE CONDOMINIUM

7.01 Right to Expand. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of six (6) Units, all of which shall be located on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. However, the Developer reserves the right to establish a Condominium Project consisting of more Units than described above to acquire additional property comprising less than one (1) acre, owned by the M.O.B. Owner to develop a new access drive or related uses (the "Expansion Area"); provided that Developer will at all times materially comply with all applicable ordinances of the Township, including the Genoa Township Zoning Ordinance.

The Developer shall have the right to expand the Condominium Project to include the Expansion Area with additional business condominium units(s) containing a maximum of two (2) additional business condominium Unit(s), which additional Unit(s) shall be substantially compatible in nature and appearance with other existing Units in the Condominium. All Condominium Units constructed

on the land which may be added to the Project are restricted exclusively to medical and related commercial/office use. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units in this Condominium Project may, at the option of the Developer from time to time, within a period ending fifteen (15) years after the date of recordation of this Master Deed, be increased as aforesaid to any number determined by the Developer in its sole judgment, but in no event shall the number of new Units be less than one (1) nor more than eight (8).

7.02 Contraction; Withdrawal of Land. The Developer reserves the right to withdraw land from the Condominium Project. In connection with any such contraction of the Condominium Project, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended from time to time) as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

7.03 Restrictions on Expansion. There are no restrictions on the election of the Developer to expand or contract the Project other than as explicitly set forth herein or in the Act. The consent of any Co-owner is not required in relation to the election of the Developer. There is no obligation on the part of the Developer to add to the Condominium Project any portion of the area of future development described in this Article VII nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations. The Developer may establish on land designated as proposed future development on the Condominium Subdivision Plan, which is not included in the Condominium, a rental development, a separate condominium project (or projects) or any other development.

7.04 Amendment of Master Deed. Such enlargement or reduction in the size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer and in which the Proportionate Share as set forth in Article III and the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for each building in the case of Proportionate Share, and 100% for the entire Project in the case of percentages of value resulting from such amendment or amendments to this Master Deed. No Unit may incur a material adjustment in its size without the prior written consent of the Unit's Co-owner, which consent the Co-owner may withhold in its sole discretion. The precise determination of the readjustments in Proportionate Share and percentages of value shall be within the sole judgment of Developer and the affected Co-owner. Such readjustments, however, shall reflect a continuing reasonable relationship among Proportionate Share and percentages of value based upon the original method of determining the Proportionate Share described in Article III and percentages of value described in Article V. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so enlarged. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

7.05 Waiver of Expansion/Contraction Limitation. Section 32(c) and Section 33(c) of the Act limit, to six (6) years after the recording of the Master Deed, the time within which condominium project

expansion or contraction rights generally may be exercised by a Developer. Inasmuch as this Condominium Project is a business condominium project which may take considerably longer than six (6) years to develop, the ordinary six (6) year expansion/contraction limitation may not be appropriate for this development. Thus, this Article VII provides that the Developer's rights to expand and/or contract the Project extends for a period ending fifteen (15) years after the date of recording the Master Deed. Accordingly, all Co-owners, mortgagees and other persons interested or to become interested in the Condominium from time to time hereby expressly waive any right which they, or any of them, may have under the Act to require the exercise by Developer of its expansion/contraction rights with respect to the Condominium within six (6) years.

7.06 Consent of Interested Parties. Subject to the other provisions of this Master Deed, if an amendment to this Master Deed is properly and duly approved, all of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of Proportionate Share and percentages of value of Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII **RELOCATION OF UNIT BOUNDARIES**

The boundaries between Units may be relocated after the Development Period in accordance with the following procedures. The Co-owners whose Units will be affected by such boundary relocation shall by written application request the Board of Directors of the Association to amend this Master Deed to relocate the boundary. Upon receipt of such written application, and if approved by the Board of Directors, the Board shall cause to be prepared, executed and recorded an amendment to this Master Deed effecting the relocation of the boundary. Such amendment to this Master Deed shall identify the Units affected by the boundary relocation, shall state that the boundary between those Units is being relocated by agreement of the Co-owners of said Units and shall contain language conveying the relevant portions of the existing Units to the appropriate Co-owner(s). If the Co-owners whose Units will be affected by the boundary relocation have specified in their written application a reasonable reallocation as between the Units involved of their respective Proportionate Shares or aggregate undivided interest in the Common Elements appertaining to those Units, the amendment to this Master Deed shall reflect that reallocation. If the Co-owners involved shall not specify such reallocation or if the reallocation specified in the written application is not reasonable, the Association Board shall make a reasonable reallocation of the aggregate undivided interest in the Common Elements and the Proportionate Shares appertaining to those Units and the amendment to this Master Deed shall reflect that reallocation. If the Co-owners whose Units are affected by the boundary relocation have specified in their written application a reasonable reallocation as between the Units involved of the aggregate number of votes in the Association allocated to the Units, the amendment to this Master Deed shall reflect that reallocation. If the Co-owners involved shall not specify such reallocation or if the reallocation specified in the written application is not reasonable, the Association shall make a reasonable reallocation of the aggregate number of votes in the Association allocated to the Units and the amendment to this Master Deed shall reflect that reallocation. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. No relocation of a boundary may occur without the prior written consent of all or the mortgagees affected by such relocation. The Co-owners of the Units affected by such boundary relocation shall pay all costs related to the relocation of the

boundary, including, but not limited to, all costs incurred by the Association relating to the amendment to this Master Deed which effectuates such relocation.

ARTICLE IX
SALE OF UNITS; RIGHT OF FIRST REFUSAL; AND PURCHASE OPTION

Sections 9.01 – 9.04 below apply to all Units, except for Unit 2. The provisions of this Article IX which apply to Unit 2 are set forth in in Section 9.05 below.

9.01 Proposed Sale of Units. Written notice of any proposed sale of a Unit by a Co-owner must be submitted by such Co-owner to the Board of Directors of the Association prior to the execution of a purchase agreement. No Unit may be sold by a Co-owner other than the Developer without the consent of the Board. The Board may withhold consent based on factors relating to a prospective purchaser's financial qualifications, hospital affiliation and intended use. Any purchase agreement executed in contravention of this provision shall be null and void.

9.02 Right of First Refusal. The Developer shall have a right of first refusal ("Right of First Refusal") with respect to any proposed sale of a Unit. In the event a Co-owner shall receive a bona fide offer ("Offer") from an independent party ("Independent Third Party") to purchase such Co-owner's Unit, which offer the Co-owner wishes to accept, the Co-owner shall give the Developer written notice (the "Notice") of such offer within five (5) days after Co-owner's election to accept the Independent Third Party Offer. The Notice shall include a description of the proposed terms of sale, including the purchase price, down payment, financing, and all other material terms. The Developer shall have twenty-one (21) days after the receipt of the Notice to elect to exercise its Right of First Refusal to purchase the Unit on the same terms and conditions as set forth in the Notice, or such Right of First Refusal shall expire. The Developer shall exercise the Right of First Refusal by giving written notice to the Co-owner of Developer's election to purchase the Unit on the same terms and conditions as set forth in the Notice within twenty-one (21) days after the Developer's receipt of the Notice; provided that the Developer will have the same or greater due diligence rights with respect to the Right of First Refusal as those set forth in Section 9.03 below. If the Developer shall fail to give written notice to the Co-owner of its election to exercise its Right of First Refusal within such twenty-one (21) day period, the Right of First Refusal shall expire with respect to the offer set forth in the Notice, and the Co-owner shall have the right to consummate the sale with the Independent Third Party. If for any reason the Co-owner shall not consummate the sale of the Unit within one-hundred eighty (180) days after the termination of the Developer's Right of First Refusal, the Developer shall retain a Right of First Refusal for any other subsequent bona fide offers to purchase the Unit that the Co-owner desires to accept.

9.03 Purchase Option. As long as Developer or Ascension Health of St. Louis, Missouri (or an affiliate or subsidiary of Developer or Ascension Health), owns a Unit in the Condominium, the Developer shall have an irrevocable option to purchase any Unit following the default of the Co-owner of that Unit under Article III of the Condominium Bylaws (the "Purchase Option"). The Developer may exercise the Purchase Option at any time after a default under Article III of the Condominium Bylaws, via written notice to the defaulting Co-owner (the "Seller") that the Developer is exercising the Purchase Option. The date upon which the Developer delivers its written notice to the Seller will be the "Option Exercise Date."

Not less than five (5) days following the Option Exercise Date, Seller will order for delivery to the Developer a commitment for a policy of title insurance without standard exceptions issued by a title insurance company acceptable to the Developer (the "Title Company") dated concurrently or after the Option Exercise Date, in the amount of the Purchase Price (as defined below), committing to insure the

Developer as the holder of marketable title to the Unit free and clear of all liens, claims and subject only to encumbrances of record and, current easements, zoning regulations and building and use restrictions and such items set forth in the commitment to which the Developer approves in writing ("Permitted Exceptions"). If the title commitment fails to show marketable title to the Unit in the condition set forth above, the Developer will so notify Seller in writing within fifteen (15) days after receipt of such title commitment specifying the defects claimed and the desired remedy. Seller will have thirty (30) days from and after the date such notice is delivered to Seller to cure any defects and, having done so, will cause the title commitment to be modified to reflect the same and will deliver the revised title commitment to the Developer. If Seller fails or refuses to cure any defects set forth in such notice and furnish the revised commitment within the thirty (30)-day period, then the Developer may, at its sole option, upon written notice to Seller, either (i) waive such defects and proceed with the purchase as herein provided, or (ii) cure such defects, whereupon Seller will immediately reimburse the Developer for any and all reasonable costs, including reasonable attorneys' fees and costs of collection, incurred to cure the defect, and will defend, indemnify and hold the Developer harmless from and against any and all such defects and liabilities, and the Purchase Price will be reduced by the costs incurred by the Developer in curing such defects.

The "Purchase Price" of any Unit subject to the Purchase Option will be the fair market value of the Unit as determined by an appraisal for the Unit performed by a reputable appraiser engaged by the Developer, the cost of which appraisal will be deducted from the purchase price proceeds at the closing referenced below.

Within ten (10) days following the Option Exercise Date, Seller will forward to the Developer any documents in Seller's possession or available to Seller that relate to the physical structure and/or condition of the Unit subject to the Purchase Option, including but not limited to engineering and architectural drawings and reports, environmental reports and studies and surveys. The Developer or its agents (including but not limited to its consultants, engineers and the local building inspector) will have a period of thirty (30) days from and after the Option Exercise Date, to conduct audits and to inspect the Unit (at the Developer's expense) in whatever manner the Developer deems necessary, including without limitation, to conduct investigations with respect to the land and the condition thereof, including environmental conditions. At any time prior to the expiration of such 30-day inspection period, the Developer, in its sole and absolute discretion if it is dissatisfied with the results of such inspection and investigations for any reason whatsoever, may elect to rescind, cancel and terminate its Purchase Option by sending a written notice to such effect to Seller during such period. Upon the Developer's election to so rescind, cancel and terminate the Purchase Option, the purchase transaction contemplated hereby will be terminated, and Seller will continue to own the Unit, subject to the provisions of the Condominium Documents.

The sale of the Property pursuant to the Purchase Option will be closed within sixty (60) days after the Option Exercise Date. The closing will be held at the offices of the Title Company. At the closing, a) Seller will deliver to the Developer a duly executed statutory form of warranty deed to the Unit in recordable form and subject only to Permitted Exceptions, b) Seller and the Developer will execute and deliver to each other a closing statement showing the amounts by which the Purchase Price will be adjusted as of the closing date, and c) Seller and the Developer will execute and deliver on the closing date any other documents or perform any other acts required to be executed or performed by this Article or necessary to consummate the transactions referenced herein. Property taxes and other applicable items will be apportioned between the parties on the basis that the Developer owns the Unit on the closing date.

9.04 Other. Notwithstanding any other provisions of this Master Deed or the other Condominium Documents, a Unit may not be sold or leased to a hospital other than a hospital owned by Developer or Ascension Health of St. Louis, Missouri (or an affiliate or subsidiary of Ascension Health or Developer).

9.05 Unit 2. During the fifteen (15) year period beginning on the date this Master Deed is recorded with the Livingston County Register of Deeds, if the Owner of Unit 2 intends to make a sale or ground lease conveyance (a "Transfer") of all or apportion of Unit 2: (a) the Unit 2 Owner will notify Developer in writing of the Unit 2 Owner's intention to make a Transfer; (b) the Unit 2 Owner will provide Developer with all of the relevant and material information that the Unit 2 Owner provides to any potential purchaser or ground tenant (a "Potential Purchaser") in connection with the proposed Transfer; (c) Developer shall then be permitted to participate in any Transfer bidding/negotiation process with the Unit 2 Owner on the same basis as any other Potential Purchaser; (d) if Developer is the successful bidder for the Transfer, the Unit 2 Owner shall not "shop" Developer's bid to any other Potential Purchaser; and (e) the Unit 2 Owner shall not provide the other Potential Purchasers the same "no shop" commitment. If Developer is the successful bidder under this right of first offer, then the Unit 2 Owner and Developer will pursue and administer the Transfer pursuant to their mutually agreeable written Transfer agreement(s). If Developer is not the successful bidder on a particular Transfer, Developer will execute a document indicating Developer's release of the applicable right of first offer; provided that Developer will have a continuing right of first offer regarding any future Transfer(s). Notwithstanding the foregoing provisions, Flagstar Bank or its successor in interest ("Flagstar"), may in its sole and absolute discretion reject any offer or counter-offer submitted by Developer which is below the fair market value of the Unit 2 property, as the fair market value may be reasonably determined by Flagstar. The right of first offer restrictions on Unit 2 under this Section will automatically expire after the 15-year period referenced above.

ARTICLE X **EASEMENTS**

10.01 Easements for Maintenance of Encroachments, Access and Support. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements for the benefit of the Co-owners shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, buildings, improvements, floors and walls contained therein for the continuing maintenance, repair and replacement of all utilities and related fixtures, including water, sanitary sewer, gas, electricity and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

10.02 Easements Retained by the Developer.

(a) **Easement for Ingress, Egress and Parking.** The Developer reserves for the benefit of itself and the land described in Article II, or any portion or portions thereof, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress to and egress from all or any portion of the parcel described in Article II. As long as such easements exist, all expenses of maintenance, repair, replacement and resurfacing of any road, drive or walkway referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article II. The Association shall be responsible for the

maintenance of such road or roads. Any Co-owner that installs any roads, driveways and walkways will bear the cost of installation.

(b) **Utility Easements.** The Developer reserves for the benefit of itself and the land described in Article II, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, electricity, telephone, cable TV, storm and sanitary sewer mains. If the Developer or a Co-owner (with Developer or Association approval) utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be the responsibility of the Association. The Co-owners of this Condominium shall be responsible from time to time for payment of a pro-rata share of said expenses, which share shall be determined by the Bylaws. The foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Further, the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association, to the extent such leads are located on the Condominium, and by the Co-owner or Co-owners of the land described in Article II or any portion thereof upon which are located buildings which such lead or leads service.

10.03 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article II hereof; subject, however, to the approval of the Developer so long as the Developer shall offer a Unit for sale.

10.04 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

In addition, all Co-owners whose Limited Common Element electrical service, gas, water, telecommunication, or sanitary sewer lines pass through an adjacent Co-Owner's Unit or the Limited Common Elements assigned to an adjacent Co-Owner's Unit, shall have such easements as may be necessary over and through such adjacent Unit and Common Elements to fulfill any responsibilities of maintenance, repair, or replacement which such Co-Owner is required to perform under the Condominium Documents for that portion of the electrical, gas, sanitary sewer, telecommunications, or water lines and other General or Limited Common Elements located within any adjacent Unit or its appurtenant Limited Common Elements.

10.05 Dedication of Certain Easements, Utilities, Rights-of-Way, and Detention Basins. Developer reserves the right to grant easements over, under and across the Condominium Premises for streets, storm sewer systems and utilities and to dedicate rights-of-way, utilities, and detention basins to the public, appropriate governmental agencies or public utility companies and to transfer title of

utilities, rights-of-way, and detention basins to state, county or local governments for such consideration as the Developer shall determine in its sole discretion. Any such dedication, easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person who now or may hereafter have an interest in the Condominium Project, by recordation of an appropriate instrument of conveyance and an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Livingston County Register of Deeds. Once dedication is complete, as evidenced by recordation of an instrument confirming acceptance of the dedication by the applicable municipality, the Association shall no longer be responsible for repairs, maintenance or replacement of the dedicated areas or improvements. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easements or dedications. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such deeds, assignments or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. After the sale of the last Unit by the Developer, this right shall be assigned to the Association and may be exercised by the Association on behalf of all of the Co-owners of the Condominium.

10.06 Parking. Each Unit will contain its own designated parking areas within the boundaries of the Unit (each a "Unit Parking Area" and collectively the "Unit Parking Areas"), which will comply with a) all applicable laws, ordinances and municipal rules; b) the provisions of this Master Deed; c) the Association Bylaws and other governing documents; and d) any commercially reasonable rules issued by the Association from time to time. The Unit Parking Areas will not be deemed Common Elements of the Condominium, and each Unit Parking Area within a Unit will generally be used by the Co-owner of the Unit (and the Co-owner's principals, employees, representatives, customers, patients, guests, invitees, vendors and services providers – the "Permitted Users"). Notwithstanding the fact that the Unit Parking Areas are not Common Elements, Developer hereby establishes a mutual, reciprocal and permanent easement over, across and through all the Unit Parking Areas (the "Parking Area Easement"), whereby the Co-owner of each Unit will permit the Co-owners (and Permitted Users) of all other Units to have reasonable ingress and egress to and from all the other Unit Parking Areas. The Parking Area Easement will be effective twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The Co-owners (and their Permitted Users) of the Unit Parking Areas will use reasonable efforts not to obstruct or interfere with any other Unit Parking Areas. The Association may issue reasonable rules to further govern parking within the Condominium, as it deems necessary and appropriate. The Parking Area Easement shall be binding upon and inure to the benefit of the Co-owners and their respective successors and assigns. The easement hereby granted, the restrictions hereby imposed, and the agreements herein contained shall, with respect to the Parking Area Easement, be an appurtenant easement running with the land.

10.07 Planned Unit Development Agreement. The Condominium Project is subject to a Planned Unit Development Agreement dated June 16, 2014 (Instrument No. 2015R-001603), as amended, between Developer and Genoa Charter Township.

ARTICLE XI **AMENDMENTS**

11.01 Amendments by Developer and Association. Except as specifically provided in this Master Deed, amendments may be made and recorded by Developer or by the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee or if it is for one or more of the purposes stated in Section 11.03 hereof. Certain provisions of this Master Deed require the written consent of the affected Co-owner to facilitate

an amendment to this Master Deed. Unless otherwise stated in this Master Deed, any amendment made by the Association must be approved by the Co-owners of a simple majority of the number of Units in the condominium (unless a greater majority is specified in the Condominium Bylaws).

11.02 Amendments Requiring Two-Thirds (2/3) Approval. Except as otherwise provided herein, the Master Deed, Condominium Bylaws and Condominium Subdivision Plan may be amended by the Developer or the Association, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of all Co-owners in number and in value, and two-thirds (2/3) of the votes of the mortgagees. A mortgagee shall have one (1) vote for each mortgage held. The Association may make no amendment without the written consent of the Developer as long as the Developer owns any Units in the Condominium or has the right to enlarge the Condominium.

11.03 Amendments Not Requiring Two-Thirds (2/3) Approval. Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws (but subject to the limitation contained in Section 11.01), the Developer reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

(a) To redefine Common Elements and/or adjust percentages of value and Proportionate Share in connection therewith, to redefine any Converted Area, to equitably allocate the Association's expenses among the Co-owners and to make any other amendments specifically described and permitted to the Developer in any provision of this Master Deed;

(b) To modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements and/or percentages of value and Proportionate Share, and to modify the General Common Elements in the area of unsold Units;

(c) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(d) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;

(e) To clarify or explain the provisions of the Master Deed or its Exhibits;

(f) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of the title insuring or proposing to insure title to any Unit;

(g) To make, define or limit easements affecting the Condominium Premises;

(h) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built", subject to any limitations or obligations imposed by the Act;

(i) To facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages;

- (j) To subdivide any Unit(s) that it owns.

The foregoing amendments may be made without the consent of Co-owners or mortgagees. The rights reserved to Developer herein may not be amended except by or with the consent of the Developer, subject to the limitation set forth in Section 11.04 below.

11.04 Prohibited Amendments. Notwithstanding any other provision of this Article XI, the method or formula used to determine the percentages of value and Proportionate Share of Units in the Condominium, as described in Article V and Article III hereof, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the Consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

ST. JOHN PROVIDENCE
a Michigan nonprofit corporation

By: *Patrick McGuire*

Name: Patrick McGuire

Its: CFO

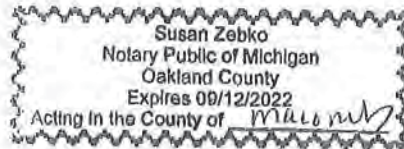
STATE OF MICHIGAN)
) ss.
COUNTY OF Macomb)

The foregoing instrument was acknowledged before me this 12th day of December, 2017, by Patrick McGuire, the CFO of St. John Providence, a Michigan nonprofit corporation, on behalf of said corporation.

Susan Zebko
Notary Public SE
~~Macomb~~ Oakland County, Michigan
My Commission Expires: 9/12/2022
Acting in Macomb County, Michigan

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Mark R. Adams, Esq.
Hall, Render, Killian, Heath & Lyman, PLLC
201 W. Big Beaver Road
Suite 1200, Columbia Center
Troy, Michigan 48084



Tax Parcel I. D. Number: 4711-09-100-039

ST. JOHN PROVIDENCE
a Michigan nonprofit corporation

By: *Patrick McGuire*

Name: Patrick McGuire

Its: CFO

STATE OF MICHIGAN)
) ss.
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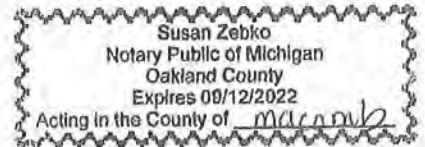
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Susan Zebko
Notary Public
Oakland County, Michigan
My Commission Expires: 9/12/2022
Acting in Macomb County, Michigan

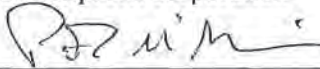
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ST. JOHN PROVIDENCE
a Michigan nonprofit corporation

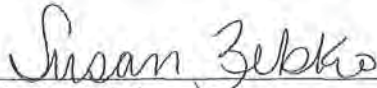
By: 

Name: Patrick McGuire

Its: CFO

STATE OF MICHIGAN)
) ss.
COUNTY OF Macomb)

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Notary Public
Oakland County, Michigan
My Commission Expires: 9/12/2022
Acting in Macomb County, Michigan

DRAFTED BY AND WHEN
RECORDED RETURN TO:

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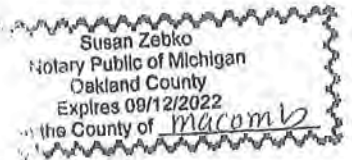


EXHIBIT A

CONDOMINIUM BYLAWS
GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. Association of Co-owners. Genoa Township Medical Complex Condominium, is a business/commercial Condominium Project located in the Township of Genoa, Livingston County, Michigan, to be administered by an Association of Co-owners which shall be a non-profit corporation (hereinafter called the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership and Voting Rights. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) **Membership.** Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) **Membership Appurtenant to Unit.** The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to its Unit in the Condominium.

(c) **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Unit owned when voting by number and one (1) vote, the value of which shall be equal to the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until it has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 4 of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to one (1) vote for each Unit which it owns when voting by number and one (1) vote, the value of which shall be equal to the percentage of value for all such Units, when voting by value. A Co-owner's right to vote may be revoked by the Association pursuant to the provisions of Article XII, Section 1(d) of these Bylaws.

(e) **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association and receive all notices

and other communications from the Association on behalf of such individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, limited liability company, partnership, association, trust or other entity who is the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) **Annual Meeting.** There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 4 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) **Quorum.** The presence in person or by proxy of more than fifty (50%) percent in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the questions upon which the vote is cast.

(h) **Voting.** Votes may be cast in person or proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) **Majority.** A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association.

Section 3. Meetings; Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 4. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and shall be called within i) one hundred twenty (120) days after more than fifty (50%) percent in number of the Units that may be created in the Condominium have been conveyed and the purchasers thereof qualified as members of the Association; or ii) fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, whichever occurs first. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed at the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 5. Annual Meetings. Annual Meetings of members of the Association shall be held in the month of October of each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided,

however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may be properly come before them.

Section 6. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 7. Notice of Meetings. It shall be the duty of the Association Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 8. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 9. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 10. Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 7 above for the giving of notice of meetings of members. Such solicitation shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 11. Consent of Absentees. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held

after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 12. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 13. Records. The Association shall keep detailed books of accounts showing all expenditures and receipts of Association administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The books of accounts shall be reviewed at least annually by qualified independent accountants, but need not be certified. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited or reviewed financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of Association administration.

ARTICLE II **BOARD OF DIRECTORS**

Section 1. Board of Directors. The affairs of the Association shall be governed by the Board of Directors, all of whom shall serve without compensation and who must be members in good standing of the Association, except for the first Board of Directors of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 4 of Article I.

Section 2. Election of Directors.

(a) **First Board of Directors.** The Board of Directors shall be comprised of at least three (3) but not more than five (5) persons, two of whom are elected by non-Developer Co-owners and three of whom are appointed by the Developer. The initial Board will be comprised of three (3) persons appointed by the Developer. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in subsection (b) below. The terms of office shall be two (2) years. The directors shall hold office until their successors are elected and hold their first meeting.

(b) **Election of Directors at and after First Annual Meeting.**

- (i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent in number of the Units that may be created, two (2) of the five (5) directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of the Units (the "Transitional Control Date"), the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least

ten (10%) percent of the Units in the Condominium.

- (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.
- (iii) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of .5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (i).
- (iv) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article I, Section 5 hereof.

(d) **Powers and Duties.** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not

prohibited by the Condominium Documents or required thereby to be exercised by duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

(2) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium subject to the provisions of the Master Deed; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners.

(8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than fifty (50%) percent of all of the members of the Association in value.

(9) To make rules and regulations in accordance with Article VII, Section 7 of these Bylaws.

(10) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any function or responsibilities which are not by law or the Condominium documents required to be performed by the Board.

(11) To enforce the provisions of the Condominium Documents.

(e) **Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 2(d) of this Article II, and the

Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. If the Board does employ a professional management agent for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the condominium prior to terminating such professional management agent (or any successor thereto) and assuming self-management. The Board shall not be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

St. John Providence, a Michigan nonprofit corporation ("St. John") shall have a right of first refusal with respect to any management contract with a bona fide management agent being contemplated by the Board. Prior to executing a management contract with any management agent other than St. John, the Board shall forward such contract to St. John, which shall have the option to become the management agent pursuant to the same terms and conditions of such contract. St. John shall have thirty (30) days to review such contract. If St. John chooses to enter into the management contract, it shall execute same and forward an executed copy to the Board within said thirty-day period, and the Board shall execute same on behalf of the Association.

Should St. John choose not to become the management agent, its right of first refusal shall apply to any renewal contracts with an existing manager or new contracts with a new manager.

(f) Actions of First Board of Directors. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any board of directors as provided in the Condominium Documents.

(g) Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Vacancies among non-Developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

(h) Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the non-Developer Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non-Developer Co-owners in the same manner set forth in subsection 2(h) above for removal of

directors generally.

(i) **First Meeting.** The first meeting of the newly elected Board of Directors shall be held within ten (10) days after election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

(j) **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

(k) **Special Meetings.** Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

(l) **Waiver of Notice.** Before any meeting of the Board of Directors, any director may, in writing, waive receipt of notice of such meeting and such written waiver shall be deemed equivalent to the receipt of notice of the meeting by such director. Attendance by a director at any meeting of the Board shall be deemed a waiver of receipt of notice by him of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(m) **Quorum.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

(n) **Closing of Board of Directors' Meetings to Members: Privileged Minutes.** The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

(o) **Action by Written Consent.** Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

(p) **Actions of First Board of Directors Binding.** All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

(q) **Fidelity Bonds.** The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds. The premiums on such bonds shall be expenses of Association administration.

Section 3. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, and a Secretary/Treasurer. The directors may appoint such other officers as, in their judgment, may be necessary. Any two (2) offices except that of President and Secretary/Treasurer may be held by one (1) person.

(a) **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

(b) **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

(c) **President.** The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

(d) **Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association and shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct. The Secretary/Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Secretary/Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors. The Secretary/Treasurer shall perform all duties incident to the office of Secretary/Treasurer.

(e) **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

Section 4. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and accounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided, that, in the event of any claim for reimbursement or indemnification thereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

(a) **Directors' and Other Officers' Insurance.** The Association may provide liability insurance for every director and every officer of the Association for the same purposes provided above in this Section 4 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under this Section 4 however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 5 above.

Section 5. Advisory Committee. Reserved.

ARTICLE III **ASSESSMENTS**

Section 1. Personal Property Taxes. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of Association administration.

Section 2. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium, including but not limited to reasonable attorney fees incurred in the collection of unpaid assessments, shall be expenses of Association administration within the meaning of the Act, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of Association administration. The Condominium has been designed so that except for the Detention Basin servicing the Condominium (which is a General Common Element), Common Elements comprise an immaterial portion (less than 1%) of the total land area of the Condominium. Further, Unit 2 has been designed so that it has no limited common elements assigned to it.

Section 3. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves.

(b) **Reserve Fund.** An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded at least annually from the proceeds of the regular monthly payments as set forth in Section 4 below rather than by special assessments as set forth in Section 3(d) below. The reserve fund shall, at a minimum, be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The funds contained in the reserve fund will only be used for major repairs and replacements of Common Elements. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time.

(c) **General and Additional Assessments.** Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the general assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacement of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Twenty-Five Thousand Dollars (\$25,000.00) annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or members thereof. General assessments shall not be levied without the prior approval of more than sixty (60%) percent of all Board members.

(d) **Special Assessments.** Special assessments, in addition to those required in (c) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for capital improvements or additions to the Common Elements at a cost exceeding Twenty-Five Thousand Dollars (\$25,000.00) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (d) (but not including those assessments referred to in subparagraph 3(c) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than eighty (80%) percent of all Co-owners in value. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or member thereof.

Section 4. Apportionment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of Association administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of Limited

Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article III, Section 3(c) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit, or a land contract vendee's interest in a Unit, or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall be subject to a late charge of One Hundred Dollars (\$100.00) for each month the assessments are paid late or are in arrears. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement pertinent to its Unit which may be levied while such Co-owner is the owner thereof). Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for its contribution toward the expenses of Association administration by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of its Unit or because of uncompleted repair work or the failure of the Association to provide service to the Condominium.

Section 6. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, it was notified of the provisions of this Section and that it voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail addressed to the representative designated in the written notice required to be filed with the Association, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding, and (iv) the legal description of the subject Unit(s) and the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under such remedial action as may be available to it hereunder or under Michigan law. If the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a

judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on its Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, that the defaulting Co-owner shall continue to have rights of ingress and egress over and across the General Common Elements to Units owned by him. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. Developer's Responsibility for Assessments. Except for Occupied Units (as defined below) owned by the Developer, the Developer, even though a member of the Association, shall not be responsible for payment of the monthly assessment for any Units owned by it. However, the Developer shall pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of Completed Units owned by the Developer at the time the expense is incurred to the total number of Completed Units, as defined below, in the Condominium. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. The Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. "Occupied Unit" shall mean a Unit used as an office or for other commercial or medical use permitted by these bylaws. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority. Developer shall maintain at its own expense Units which are not Completed Units and will reimburse the Association for any expense incurred by the Association relating to such units.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement of Unpaid Assessments. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereof, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the

Purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE IV **ARBITRATION**

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association, as amended, and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE V **INSURANCE**

Section 1. Association Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, directors and officers liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements, both Limited and General Common Elements, and certain other portions of the Condominium Project as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner must obtain insurance coverage at its own expense upon its Unit in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to determine by personal investigation or from its own insurance advisors the nature and extent of insurance coverage adequate to its needs and thereafter to obtain insurance coverage for its personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within its Unit, and also for alternative office expense in the event of fire and business

interruption insurance, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. Because Unit 2 has no limited common elements assigned to it, Unit 2 will not share in the cost of any insurance purchased by the Association which applies to limited common elements.

(b) Insurance of Common Elements and Fixtures. All Common Elements (General and Limited) of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures. Any improvements made by a Co-owner within its Unit shall be covered in insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article III hereof.

(c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of Association administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article VI of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance, officer's and director's liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, its Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation of the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interest may appear (subject always to the

Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE VI **RECONSTRUCTION OR REPAIR**

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by fire, casualty or other occurrence, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the Co-owners in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair

(a) **Definition of Responsibility.** If the damage is only a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases of damage caused by fire, casualty, or other occurrence, including, but not limited to, damage to the General and/or Limited Common Elements, the responsibility for reconstruction and repair shall be that of the Association notwithstanding anything contained in the Master Deed or these Bylaws to the contrary.

Section 4. Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of its Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, blinds, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. If damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility for Repair. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements (General and Limited) and any

incidental damage to a Unit caused by the damage to such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners (based upon their respective "Proportionate Shares" of the applicable Limited Common Elements, or if damage is to a General Common Element, then based upon their respective percentages of value) for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 6. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 7. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Common Elements.** If any portion of the General Common Elements is taken by eminent domain, the award therefore shall be allocated to the Co-owners in proportion to their respective percentages of value. If any portion of the Limited Common Elements is taken by eminent domain, the award therefore shall be allocated to the Co-owner(s) of the Unit(s) to which those particular Limited Common Elements were assigned based upon their respective Proportionate Shares. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of Co-owners based upon assigned voting rights shall be binding on all Co-owners.

(b) **Taking of a Unit.** If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interest in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Unit taken for its undivided interest in the Common Elements (based upon that Unit's Proportionate Share with respect to the Limited Common Elements appertaining to that Unit), as well as for the Unit.

(c) **Taking of a Portion of a Unit.** If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest for each Unit in the Common Elements appertaining to the Unit shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of a Unit shall be reallocated among the other Units in the Condominium Project in proportion to their respective undivided interest in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interest produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to subsection (d), as well as for that portion of the Unit taken by eminent domain.

(d) **Taking of a Portion of a Unit - Complete Taking.** If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a General Common Element. The court shall enter an order reflecting the reallocation of undivided interest produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

(e) **Reallocation of Votes and Expenses of Association Administration.** Votes in the Association and liability for future expenses of Association administration appertaining to the Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to the relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interest in the General Common Elements.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VII **RESTRICTIONS**

Section 1. Use. The restrictions in this Article apply only to a Unit that is used for medical or health care related purposes. Except for, as applicable, the Developer or Units owned by the Developer, (i) no Unit in the Condominium shall be used to provide any service which is a Covered Clinical Service as that term is defined in MCLA 333.22203(10), or any subsequent legislation; (ii) a Unit in the Condominium may only be used to furnish Permitted Services (as defined below) to the Unit user's "own patients" (For purposes of this Section 1, the term "own patients" shall mean persons who specifically seek out and request the professional services of a user of a Unit for purposes unrelated to the provision of Permitted Services, or who are referred for professional services unrelated to the provision of Permitted Services); (iii) no user of a Unit shall market or promote the provision of Permitted Services in the Unit to any person; and (iv) the Unit user shall not enter into any sharing arrangement with other Units in the Condominium for the purpose of providing Permitted Services as described herein without the prior written consent of the Association.

"Permitted Services" shall include the following:

1. Echocardiography of any type (including Doppler)
2. Pulmonary Function Tests
3. Nuclear Stress Test
4. DCG (Holter Monitor)
5. EKG
6. Fluoroscopy
7. General Laboratory Tests
8. General Radiology Studies
9. Mammography
10. Physical Therapy
11. Infusion Services

12. Emergency Medical Services
13. Pharmacy
14. Antenatal Diagnostic Evaluations
15. Brain Stem Evoked Potentials
16. Sleep Lab
17. Durable Medical Equipment

The foregoing restrictions on Permitted Services will not apply to a Unit that is not used for medical or health care related purposes (e.g., a bank or other financial institution).

Section 1.1. Ethical and Religious Directives for Catholic Health Facilities.

(a) **General Restriction.** So long as any Unit in the Condominium (except for Unit 2) is operated as a medical or other health care facility, every Co-owner, and all tenants, occupants and other users of each Unit, shall observe the Ethical and Religious Directives for Catholic Health Care Services (Fifth Edition) (the "Directives"), as the same may be amended from time to time, a current copy of which shall be kept on file at the Association's offices. No Unit shall be used for the performance of any abortion or other procedures for the purpose, or with the probable consequences, of causing interruption of a known pregnancy. The Co-owner, tenants, occupants and users of each Unit shall, to the fullest extent permitted by law, refrain from any action which is inconsistent with Catholic values regarding the sacredness of life. The restrictions in this Article VII, Section 1.1 may not be waived or modified.

(b) **Unit 2 Restriction.** Unit 2 will specifically not be subject to the restrictions in the immediately preceding subsection. Unit 2 will instead be subject to the following restrictions: No Unit 2 Co-owner shall knowingly perform or authorize the performance of sterilizations, abortions, euthanasia or assisted suicide at the Unit 2 site. Any Unit 2 Co-owner shall otherwise use reasonable good faith efforts to interpret and apply these Bylaws, and to conduct its affairs at Unit 2 in a manner that allows the Condominium to fulfill its obligations under the Directives, without, however, binding the Unit 2 Co-owner to conform to any or all of the specific Directives.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease its Unit for the same purposes set forth in Sections 1 and 1.1 of this Article; provided, that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease more than thirty percent (30%) of the space in its Unit in the Condominium, or its entire Unit in the Condominium for more than thirty percent (30%) of time determined on the basis of a five-day work week, and no Co-owner shall lease and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association, (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 2(a), a "transient tenant" is a non-Co-owner residing in a

Condominium Unit for less than sixty (60) days, who has paid consideration therefor. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(c) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.
- (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or non-Co-owner occupancy and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

(e) Inapplicability to any St. John Providence Entity and Unit 2. The provisions set forth in this Section 2 are not applicable in the event that St. John Providence, a Michigan nonprofit corporation, or any parent, affiliate or subsidiary thereof, is the lessor or lessee of a Unit. Further, the

provisions set forth in this Section 2 are not applicable in the event that the Co-owner of Unit 2, or any parent, affiliate or subsidiary thereof, is the lessor or lessee of a Unit; provided that the Unit 2 Co-owner will comply with the other provisions of these Bylaws and the Condominium Master Deed.

In addition, all Co-owners will fully comply with the provisions set forth in the Condominium Master Deed and a Co-owner's violation of any provision of Article IX of the Condominium Master Deed will constitute an immediate default under these Condominium Bylaws.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to its Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of signage, antennas, satellite dishes, lights, aerials or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Elements or Joint Use Limited Common Elements. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. Prohibited Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in its Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner either in its Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 6. Advertising; Signs. Except for St. John Providence's right to identify the Condominium as a St. John Providence or Ascension Health facility, no signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without the written consent of the Association, which shall not be unreasonably withheld. In no event, however, may an exterior sign identify a non-St. John hospital.

Section 7. Rules and Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors or its successors elected by the Developer, as provided in Article II of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in value except that the Co-owners may not revoke any regulations or amendment prior to said first Annual Meeting of the entire Association.

Section 8. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to its Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to its Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 9. Co-owner Maintenance. Each Co-owner shall maintain its Unit and any Limited Common Elements appurtenant thereto for which it has maintenance responsibility under Section 4.03 of the Master Deed in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by it, its employees, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible amount in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article III hereof.

Section 10. Reserved Rights of Developer. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Section, the Development and Sales Period shall be deemed to continue so long as Developer owns any Units which it offers for sale. Until all Units in all phases of the Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, promotional signs, devices and materials, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of all Units in all phases of the Project by Developer. Developer shall pay all costs related to the Units or Common Elements used by the Developer for such purposes and shall restore such Units or Common Elements upon termination of use.

Section 11. Telecommunications Equipment.

(a) **General Common Elements and Joint Use Limited Common Elements.** No telecommunications equipment, of any type, may be placed on the General Common Elements or on Limited Common Elements which are shared by two or more Co-owners ("Joint Use Limited Common Elements") unless both of the following conditions have been met:

- (i) The telecommunications equipment has been approved by the Association (after the end of the Development and Sales Period, as defined in Section 10 above), or the Developer (during the Development

and Sales Period); and

- (ii) The proposed telecommunications equipment is for the benefit of the members of the Association at large or limited in availability to the Co-owners of all Units which share the Joint Use Limited Common Elements.

(b) Exclusive Use Limited Common Elements. Satellite dishes must meet applicable guidelines and legal requirements, must be located on the roof and they must not be visible from the road, and must be attached to the building, unless such placement would preclude reception of an acceptable quality signal. In the event placement of the satellite dish in accordance with the foregoing would preclude receipt of an acceptable quality signal, a Co-owner must apply to the Board of Directors of the Association to confirm the necessity for an alternate location for the satellite dish. The Board of Directors of the Association may impose reasonable rules and regulations on the use of any Limited Common Elements which are assigned to the exclusive use of one Co-owner (referred to in this Section 11 as ("Exclusive Use Limited Common Elements")) for the placement of telecommunications equipment that does not unreasonably delay a Co-owner's access to telecommunications services and otherwise complies with the then-applicable Federal Communications Commission's (or its successors) rules with respect to telecommunications equipment installation on commonly owned property. With respect to telecommunications equipment and service providers, any Co-owner installing or having such equipment installed shall provide written notice to the Association not less than twelve (12) hours prior to installation so that the Association has an opportunity to assure that the telecommunications equipment is not installed on General Common Elements or on Joint Use Limited Common Elements, or in violation of applicable rules. The Co-owner installing or having such equipment installed shall provide the name of the service provider and the name of the owner of the telecommunications equipment to the Association so that the Association will know who to contact in the event telecommunications equipment is damaged, installed in an unsafe manner or is maintained in an unsafe or unsightly manner.

(c) No Appropriation. Any telecommunications equipment installed on or in an Exclusive Use Limited Common Element may not appropriate any General Common Elements or Joint Use Limited Common Elements, nor pass through any General Common Elements or Joint Use Limited Common Elements, without the Association's prior written approval.

(d) No Air Space Benefits. Co-owners seeking to install telecommunications equipment should take notice of the fact that the General Common Elements also include, under applicable legal theory as recognized in FCC Rulings, the air space of the Condominium Project, as well as all General Common Elements, specifically identified in the Condominium Documents. Therefore, telecommunications equipment to be placed on General Common Elements are subject to the approval rights as set forth in Section 11(a) and would be subject to approval, as would telecommunications equipment placed on Joint Use Limited Common Element building walls and roofs which project into General Common Element air space.

(e) Definitions. The term "telecommunications equipment" for purposes of this section is to be interpreted as broadly as possible to include antennae and satellite dishes governed by FCC Rulings.

(f) Insurance/Damage to Common Elements. Each Co-owner installing any telecommunication equipment shall be responsible for obtaining liability insurance for such installation. The Co-owner shall also be responsible for any damage to the Common Elements and any Units resulting

from the installation and maintenance of such telecommunications equipment.

(g) This Section is intended to provide the Association with the ability to approve installation of telecommunications equipment consistent with Federal Telecommunications Commission orders, FCC 98-273, 99-360, and 00-366, implementing Section 207 of the Federal Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat 114 (1996) and amending 47 C.F.R sec.1.4000.

(h) **Tenants/Leases.** No Tenant of space within a Unit may install any telecommunications equipment outside of its, her, or its leased space (including, but not limited to, the roof or exterior walls of any building within the Condominium Project) without the prior written consent of the Co-owner/Landlord and the Association. All buildings within the Condominium Project are occupied by multiple tenants who share the roof and walls.

ARTICLE VIII **MORTGAGES**

Section 1. Notice to Association. Any Co-owner who mortgages its Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a file entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of other members of the Association and to designate a representative to attend such meeting

ARTICLE IX **AMENDMENTS**

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one third (1/3) in number of the members, or by instrument in writing signed by them; provided that any provisions in these Bylaws that apply to a specific Unit may not be amended without the affirmative vote of the affected Unit Co-owner.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds (2/3) of the votes of all Co-owners in number and in value. The Association may make no amendment

without the written consent of the Developer, however, as long as the Developer owns any Units in the Condominium or has the right to enlarge the Condominium.

Section 4. Reservation of Rights by Association and Developer. These Bylaws may be amended by the Developer or the Board of Directors upon proposal of amendments by Developer without approval from any person to make such amendments as shall not materially affect the rights of any member of the Association.

The Developer may materially amend the Condominium Documents as provided in Section 11.03 of the Master Deed, except that the Developer may not materially amend the Condominium Documents so as to modify the method or formula used to determine the percentage of value of Units in the Condominium for other than voting purposes. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

Section 5. When Effective. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of sixty-six and two-thirds (66-2/3%) percent of the holders of first mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which materially affects the rights of any mortgagee. Notwithstanding anything contained in these Bylaws or the Master Deed to the contrary, first mortgagees are entitled to vote on amendments to the Condominium documents only under the following circumstances.

- (a) Termination of the Condominium Project.
- (b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a condominium Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Condominium Unit subject to the mortgagee's mortgage.
- (d) Elimination of a requirement for the Association of Co-owner's to maintain insurance on the Project as a whole or a Condominium Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Condominium Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Condominium Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Condominium Units in the Condominium Project.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to the Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE X **COMPLIANCE**

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any

other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. If the Condominium Documents conflict with the provisions of the Statute, the Statute shall govern.

ARTICLE XI **DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XII **REMEDIES FOR DEFAULT**

Section 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or if appropriate, by an aggrieved Co-owner or Co-owners.

(b) **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

(c) **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) **Revocation of Voting Rights.** In addition to the other rights and remedies available to the Association in these Bylaws, upon a Co-owner's default under any provision of Article VII of these Bylaws, the Board of Directors will have the irrevocable right to immediately and completely revoke the defaulting Co-owner's voting rights under these Bylaws via written notice to the defaulting Co-owner. The defaulting Co-owner's voting rights will remain revoked until the default is completely cured and the Board of Directors notifies the defaulting Co-owner in writing that the revocation has been terminated and the defaulting Co-owner's voting rights have been restored.

Section 2. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article III hereof. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article III, and an opportunity for such Co-owner to appear before the Board no less

than seven (7) days from the date of the notice and offer evidence in defense of the alleged violations. All fines duly assessed may be collected in the same manner as provided in Article III of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed One Hundred Dollars (\$100.00) for the second violation, Five Hundred Dollars (\$500.00) for the third violation, or One Thousand Dollars (\$1,000.00) for any subsequent violation.

Section 3. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 4. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 5. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIII **RIGHTS RESERVED TO DEVELOPER**

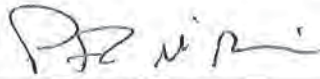
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and presented to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the sale of the last Unit owned by the Developer in the Condominium Project. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed and elsewhere (including, but not limited to, restrictions, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIV **SEVERABILITY**

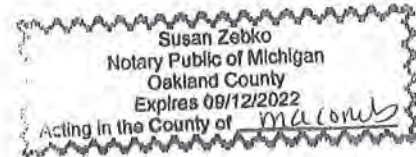
If any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not

affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provision or covenants held to be partially invalid or unenforceable.

These Bylaws are effective as of the 12th, day of December, 2017.



Patrick McGuire
CFO of St. John Providence



LIVINGSTON COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO.
 EXHIBIT "B" TO MASTER DEED OF

ATTENTION LIVINGSTON COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCES, WHEN A
 NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE
 TITLE AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

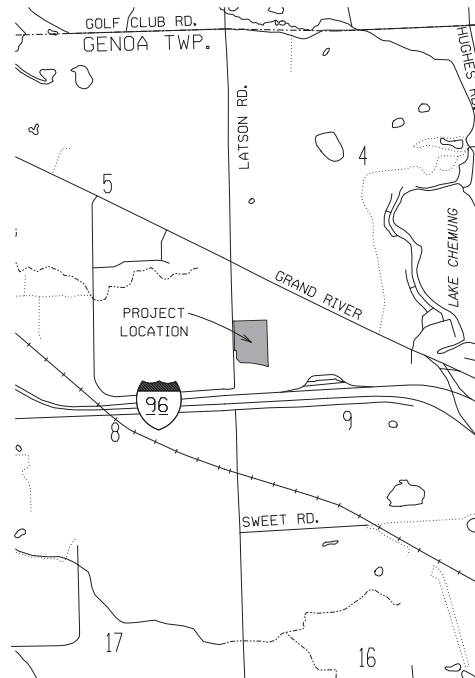
GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY OF GENOA
 TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

DESCRIPTION AS SURVEYED:

Part of the Northwest 1/4 of Section 9, T.2N., R.5E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northwest corner of said Section 9; thence along the West line of said Section 9 South 01 Degrees 46 Minutes 12 Seconds West 718.36 feet; thence North 88 Degrees 08 Minutes 18 Seconds East 445.82 feet to the Point of Beginning; thence North 88 Degrees 08 Minutes 18 Seconds East 254.18 feet; thence South 01 Degrees 46 Minutes 12 Seconds East 995.34 feet; thence North 74 Degrees 17 Minutes 55 Seconds West 134.50 feet; thence North 80 Degrees 34 Minutes 02 Seconds West 243.16 feet; thence North 88 Degrees 29 Minutes 51 Seconds West 222.00 feet; thence North 45 Degrees 07 Minutes 09 Seconds West 114.42 feet; thence North 01 Degrees 46 Minutes 12 Seconds West 182.00 feet; thence South 89 Degrees 34 Minutes 04 Seconds West 33.00 feet; thence North 01 Degrees 46 Minutes 12 Seconds West 83.88 feet; thence along a curve to the right 50.44 feet, said curve having a radius of 68.99 feet, a central angle of 41 Degrees 53 Minutes 09 Seconds and a chord bearing North 69 Degrees 30 Minutes 29 Seconds East 49.32 feet; thence North 89 Degrees 58 Minutes 49 Seconds East 176.23 feet; thence along a curve to the left 13.34 feet, said curve having a radius of 104.96 feet, a central angle of 07 Degrees 16 Minutes 56 Seconds and a chord bearing North 86 Degrees 21 Minutes 36 Seconds East 133.33 feet; thence North 82 Degrees 43 Minutes 14 Seconds East 52.67 feet; thence along a curve to the right 24.31 feet, said curve having a radius of 192.00 feet, a central angle of 07 Degrees 15 Minutes 07 Seconds and a chord bearing North 86 Degrees 20 Minutes 47 Seconds East for 24.29 feet; thence North 89 Degrees 59 Minutes 16 Seconds East 119.72 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 320.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East 16.82 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 55.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East 01 16.35 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 114.96 feet; thence South 90 Degrees 00 Minutes 00 Seconds West 136.34 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 40.80 feet to the Point of Beginning. Said property contains 384,337 square feet, or 8.82 acres, more or less and subject to easements, restrictions and governmental limitations.



SHEET INDEX

COVER SHEET.....	1
SURVEY PLAN.....	2
COORDINATE PLAN.....	3
SITE PLAN.....	4
UTILITY PLAN.....	5
EASEMENT PLAN.....	6

NOTE: THE EXISTING P-U-D. AGREEMENT AND EXHIBIT 'B' DOCUMENTS
 ARE SUBJECT TO REVISIONS AS THE FUTURE USERS ARE DETERMINED
 SUBJECT TO GENOA TOWNSHIP'S APPROVAL

This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

DEVELOPER:

ST. JOHN PROVIDENCE,
 A MICHIGAN NONPROFIT CORPORATION
 28000 DEQUINDRE ROAD
 WARREN, MICHIGAN 48092

ENGINEERS & SURVEYORS:

HUBBELL, ROTH & CLARK, INC.
 555 HULET DRIVE, P.O. BOX 824
 BLOOMFIELD HILLS, MICHIGAN 48303

Board Correspondence



SEVENTH-DAY
ADVENTIST
CHURCH

Michigan Conference
Headquarters



PO Box 24187
Lansing MI 48909-4187
5801 W. Michigan Ave.
Lansing MI 48917-2495
Telephone: (517) 316-1500
Fax: (517) 316-1501
Website: www.mlsdo.org

To Whom It May Concern,

I write today regarding evangelistic work that the Family Health and Education Resources ministry of the Seventh-day Adventist Church will soon be conducting in your community. Student literature evangelists will soon be going door-to-door distributing free religious literature, praying with community members, enrolling interested individuals in Bible Studies, and seeking donations to support the program.

The Literature evangelistic program of the Adventist Church has been in existence for well over 100 years and is an important part of the Church's missionary work and evangelism. As student literature evangelists they are following the Great Commission that Christ gave His followers in Matthew 28:18-20.

In order not to disturb the community or be bothersome this program usually runs from 10:00am to 9:00pm, June 3 – August 11. Further, all of our students carry identification recognizing them as part of the Family Health and Education Resources Program. They also carry radios or cell phones to contact their onsite leader who can provide more information while in the field.

Some communities have ordinances governing door-to-door sales, canvassing or solicitations. However, the Supreme Court has protected door-to-door advocacy based upon the free exercise and speech clauses of the First Amendment. The Court has been particularly suspicious of any prior restraint on these activities such as requiring permit or registration process. If your city has an ordinance that it believes applies to our activities I ask that you contact us as soon as possible so we can discuss this.

We believe our evangelistic activities fall squarely within the protected zone of the First Amendment. Unless we hear differently we do not plan on applying for any permit or registering prior to beginning our missionary work.


It is our desire to work with local communities to avoid any potential problems. We are happy to provide more specific information regarding the program if you desire.

We look forward to working in your community and with your office as necessary.

PLEASE FORWARD THIS INFORMATION TO YOUR LOCAL POLICE/SHERIFF DEPARTMENT.

Please accept this letter as acknowledgment of our Family Health and Education Resources youth missionary project in your area. If you have any other questions, please don't hesitate to call us at 517-316-1595.

Respectfully yours,



Kamil Metz
Literature Ministries Director

As confirmation that you received this information, we would ask that you please fill out the following and fax this letter back to the number below. *We understand that your signature is not an endorsement of our project, but simply recognition of our presence in your community.*

PLEASE PRINT

Name of county: Livingston County

Name of city/twp/village (circle one): Genoa Charter Township

Received by: Judith A. Stolarus Parlette A. Stolarus
(Signature) (Print Name)

Date: 2/5/2018

Return Fax number: 517-999-0596

To Board 2/19/18

NOTICE OF REGULAR DISTRICT LIBRARY BOARD MEETING

Please take notice that there will be a regular meeting of the
Cromaine District Library Board of Hartland, Michigan:

Date of Meeting: February 15, 2018

Place of Meeting: Village Library Community Room,
3688 N. Hartland Road, Hartland, MI 48353

Time of Meeting: 7:00 p.m.

Telephone number
of principal office
of the Cromaine
District Library: (810) 632-5200

Board Minutes are
located at the principal
office of the Cromaine
District Library

KATHLEEN OEMKE
Board Secretary

The Cromaine District Library will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon seven days notice to the Cromaine District Library. Individuals with disabilities requiring auxiliary aids or services should contact the Cromaine District Library by writing or calling the following:

*Ceci Marlow, Director, Cromaine District Library,
P.O. Box 308, Hartland, MI 48353; (810) 632-5200*



The Cultural Center of Hartland!

LIBRARY BOARD MEETING AGENDA

DATE: Thursday, February 15, 2018 at 7:00 p.m.

PLACE: Community Room, Cromaine District Library

- I. Call to Order / Roll Call
- II. Approval of Agenda
- III. Approval of Consent Agenda
 - A. Approval of Regular Meeting Minutes, 1/18/18
 - B. Acknowledge receipt of the January Financial Reports and payment of January invoices totaling \$47,060.79 and payroll obligations totaling \$74,150.80.
 - C. Director's Report
 - D. Committee Reports

Community Relations Comm	February 2
Personnel Committee	February 1
Planning Committee	February 14 (minutes distributed at the meeting)
Finance Committee	February 8
- IV. Call to the Public
- V. Director's Report – Update, Comments & Questions from the Community
- VI. Discussion
 - A. Strategic Plan 2018-2023
 - B. Presentation of Employees' Work Goals' Progress
- VII. Information: Upcoming Meeting Dates
- VIII. Agenda Items for Next Meeting
- IX. Call to the Public
- X. Adjournment