

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**March 18, 2024**  
**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: March 18, 2024
2. Request to approve the March 4, 2024 regular meeting minutes.

**Approval of Regular Agenda:**

3. Request for approval of year-end budget amendments for Fiscal Year 2023/2024 involving budget fund numbers: 101, 202, 208, 212, 249, 401, and 464. (Roll Call)
4. Request to approve a \$1,200,000 project agreement with the Livingston County Road Commission to reconstruct approximately 1.6 miles of Chilson Road from Beck Road to Grand River Avenue through the Pavement Preservation Program (PPP) with the Township's cost not to exceed \$600,000 from Road Improvement Fund #401-446-812-007.
5. Request for approval of the Uniform Video Service Local Franchise Agreement with WideOpenWest Mid Michigan, LLC (WOW! Internet, TV & Phone) including the revisions recommended by Township staff and counsel.

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.

BOARD PACKET

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

MEETING DATE: March 18, 2024

All information below through March 13, 2024

TOWNSHIP GENERAL EXPENSES	\$	366,353.87
February 29, 2024 Election Payroll	\$	32,866.97
March 15, 2024 Bi Weekly Payroll	\$	122,571.89
OPERATING EXPENSES DPW (503 FN)	\$	5,632.01
OPERATING EXPENSES Oak Pointe (592FN)	\$	95,568.71
OPERATING EXPENSES Lake Edgewood (593FN)	\$	505,949.94
TOTAL	\$	1,128,943.39

FNBCK Check Register

03/13/2024 12:26 PM  
 User: denise  
 DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP  
 CHECK NUMBERS 38738 - 40000

Page: 1/1

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
03/01/2024	38738	ALLSTAR ALARM LLC	25.00
03/01/2024	38739	CAPITAL ONE	403.21
03/01/2024	38740	DTE ENERGY	34.42
03/01/2024	38741	LAURA GAMBINO	415.00
03/01/2024	38742	MHOG UTILITIES	446.00
03/01/2024	38743	NETWORK SERVICES GROUP, L.L.C.	360.81
03/01/2024	38744	PERFECT MAINTENANCE CLEANING	750.00
03/01/2024	38745	PITNEY BOWES, INC	359.96
03/01/2024	38746	STAPLES	902.72
03/01/2024	38747	WILLIAM ROCKWELL	33.50
03/07/2024	38748	AMISTEE AIR DUCT CLEANING & INSULAT	6,200.00
03/07/2024	38749	CHRISTOPHER GRAJEK	11.79
03/07/2024	38750	COOPER'S TURF MANAGEMENT LLC	12,676.50
03/07/2024	38751	DTE ENERGY	298.31
03/07/2024	38752	DTE ENERGY	1,289.29
03/07/2024	38753	DYKEMA GOSSETT PLLC	7,154.00
03/07/2024	38754	MARGARET MULLALLY-HENNE	27.03
03/07/2024	38755	MARY KRENCICKI	197.30
03/07/2024	38756	OFFICE EXPRESS INC.	285.98
03/07/2024	38757	PACKERLAND RECORDS MANAGEMENT	90.00
03/07/2024	38758	PAULETTE SKOLARUS	346.12
03/07/2024	38759	SAFEBUILT LLC	4,532.74
03/07/2024	38760	TABITHA DOLAN	90.45
03/07/2024	38761	TAMMY LINDBERG	279.61
03/07/2024	38762	TETRA TECH INC	3,305.00
03/07/2024	38763	WELLNESS IQ	1,774.96
03/07/2024	38764	WINGMAN PEST CONTROL	12,446.50
03/11/2024	38765	LIVINGSTON COUNTY TREASURER	21,979.71
03/11/2024	38766	AMERICAN AQUA	52.80
03/11/2024	38767	CONTINENTAL LINEN SERVICE	147.52
03/11/2024	38768	EHIM, INC	9,004.27
03/11/2024	38769	FAST SIGNS OF BRIGHTON	395.00
03/11/2024	38770	GENOA TOWNSHIP PARKS & REC 208/270	139,260.57
03/11/2024	38771	KITCH ATTORNEYS & COUSELORS	1,237.50
03/11/2024	38772	LIVINGSTON COUNTY CLERK	10.00
03/11/2024	38773	PAULETTE SKOLARUS	77.92
03/11/2024	38774	TERRY CROFT	64.32
03/11/2024	38775	WILLIAM ROGERS	37.52
03/13/2024	38776	DEBRA ROJEWSKI	211.56
03/13/2024	38777	DTE ENERGY	61.98
03/13/2024	38778	ELECTION SOURCE	9,225.00
03/13/2024	38779	WASTE MANAGEMENT CORP, SERVICES	129,852.00

FNBCK TOTALS:

Total of 42 Checks:	366,353.87
Less 0 Void Checks:	0.00
Total of 42 Disbursements:	<b>366,353.87</b>

February 29, 2024 Election Payroll

03/13/2024 10:33 AM		PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP				Page 26 of 26	
		Payroll ID: 275					
		Pay Period End Date: 02/27/2024		Check Post Date: 02/29/2024		Bank ID: FNBC	
* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks							
Grand Totals for Payroll:							
Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.*	Ded/Exp Id	Cur. Amnt.	YTD Amnt.*
CELL PHONE REIM	0.00	0.00	0.00	156.92	FITW	951.22	2,429.97
EARLY VOTE CHAI	22.00	0.00	5,100.00	5,100.00	MEDICARE_EE	78.50	675.50
EARLY VOTING	24.00	0.00	4,650.00	4,650.00	SITW	1,025.97	2,836.06
EL TAXED	6.00	0.00	2,050.00	2,050.00	SOCSEC_EE	335.66	2,888.29
ELEC RECV BOARD	2.00	0.00	800.00	800.00			
ELEC TAX OT	3.00	0.00	98.78	158.78			
ELECT SET-CLEAN	22.50	0.00	450.00	450.00			
ELECTION COMMIS	0.00	0.00	0.00	300.00			
ELECTION MEETIN	10.00	0.00	450.00	450.00			
ELECTION NO TAX	50.00	0.00	15,800.00	15,800.00			
ELECTION TRAINI	22.00	0.00	990.00	990.00			
G1	0.00	0.00	0.00	6,021.00			
HOLIDAY PAY	0.00	0.00	0.00	3,547.93			
LONGEVITY	0.00	0.00	0.00	0.00			
OVERTIME	0.00	0.00	0.00	120.00			
PERSONAL PAYOUT	0.00	0.00	0.00	101.25			
PERSONAL TIME	0.00	0.00	0.00	1,081.94			
PP PER DIEM	0.00	0.00	0.00	0.00			
REGULAR PAY	0.00	0.00	0.00	26,132.79			
SCANNERS ELECTI	2.00	0.00	750.00	750.00			
TRAIN- PER DIEM	52.00	0.00	2,340.00	2,340.00			
TRUSTEE - DIEM	0.00	0.00	0.00	2,134.44			
VACATION PAY	0.00	0.00	0.00	1,626.80			
VACATION PTIME	0.00	0.00	0.00	1,101.58			
WELL IQ	0.00	0.00	0.00	162.43			
ZBA CHAIR	0.00	0.00	0.00	0.00			
ZBA PER DIEM	0.00	0.00	0.00	406.90			
Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.		
33,478.78	0.00	2,391.35	31,087.43	76,432.76	3,656.94		

03/13/2024 10:34 AM		Check Register Report For Genoa Charter Township				Page 3 of 3	
		For Check Dates 02/29/2024 to 02/29/2024					
Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
02/29/2024	FNBC	14026	WISMAN, CHARLES D	345.00	345.00	0.00	Open
02/29/2024	FNBC	14027	WRIGHT, KAREN K	395.00	378.21	0.00	Open
02/29/2024	FNBC	14028	ZURKE, ROBERT A	345.00	323.92	0.00	Open
02/29/2024	FNBC	EFT907	INTERNAL REVENUE SERVICE	1,779.54	1,779.54	0.00	Open
Totals:		Number of Checks: 064		30,784.54	29,210.03	0.00	
Total Physical Checks:		63					
Total Check Stubs:		1					

Direct Deposit           \$3,656.94  
 Physical Check Amount \$29,210.03  
 TOTAL                   \$32,866.97

March 15, 2024 Bi Weekly Payroll

03/13/2024 10:47 AM		PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP				Page 33 of 33	
		Payroll ID: 276					
		Pay Period End Date: 03/08/2024		Check Post Date: 03/15/2024		Bank ID: FNCK	
* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks							
VACATION PTIME	0.00	0.00	0.00	2,516.80			
WELL IQ	0.00	0.00	216.56	2,582.40			
ZBA MINUTES	0.00	0.00	0.00	726.60			
ZBA MINUTES OT	0.00	0.00	0.00	0.00			
ZBA PER DIEM	0.00	0.00	0.00	610.35			
Gross Pay This Period		Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.	
121,577.82		0.00	36,301.78	85,276.04	751,708.84	83,032.51	

03/13/2024 10:48 AM		Check Register Report For Genoa Charter Township				Page 1 of 1	
		For Check Dates 03/15/2024 to 03/15/2024					
Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/15/2024	FNCK	14030	MEYERS, JEFFREY W	3,127.23	2,198.53	0.00	Open
03/15/2024	FNCK	14031	REIBER IV, CLARENCE W	45.00	45.00	0.00	Open
03/15/2024	FNCK	EFT908	FLEX SPENDING (TASC)	1,013.06	1,013.06	0.00	Open
03/15/2024	FNCK	EFT909	INTERNAL REVENUE SERVICE	28,687.67	28,687.67	0.00	Open
03/15/2024	FNCK	EFT910	PRINCIPAL FINANCIAL	5,211.00	5,211.00	0.00	Open
03/15/2024	FNCK	EFT911	PRINCIPAL FINANCIAL	2,384.12	2,384.12	0.00	Open
Totals:		Number of Checks: 006		40,468.08	39,539.38	0.00	
Total Physical Checks:		2					
Total Check Stubs:		4					

Direct Deposit           \$83,032.51  
 Physical Check Amount \$39,539.38  
 TOTAL                   \$122,571.89

503FN Check Register

03/13/2024 12:27 PM		CHECK REGISTER FOR GENOA TOWNSHIP		Page: 1/1	
User: denise		CHECK NUMBERS 6037 - 7000			
DB: Genoa Township					
Check Date	Check	Vendor Name	Amount		
Bank 503FN DPW-UTILITIES #233					
03/11/2024	6037	TRACTOR SUPPLY CO.	1,100.90		
03/13/2024	6038	CHASE CARD SERVICES	4,531.11		
503FN TOTALS:					
Total of 2 Checks:			5,632.01		
Less 0 Void Checks:			0.00		
Total of 2 Disbursements:			<u>5,632.01</u>		



592FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
03/01/2024	6044	AT&T LONG DISTANCE	87.34
03/01/2024	6045	GENOA TWP OAK POINTE SEWER BOND	89,662.79
03/01/2024	6046	MISS DIG 811	1,187.12
03/05/2024	6047	DTE ENERGY	1,559.68
03/11/2024	6048	DTE ENERGY	3,071.78
592FN TOTALS:			
Total of 5 Checks:			95,568.71
Less 0 Void Checks:			0.00
Total of 5 Disbursements:			95,568.71

593FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #590			
03/01/2024	4412	MISS DIG 811 Void Reason: WAS NEVER PRINTED AND WON'T PRINT NOW	593.55 V
03/01/2024	4413	MISS DIG 811	593.55
03/11/2024	4414	CONSUMERS ENERGY	297.49
03/11/2024	4415	DTE ENERGY	4,850.25
03/13/2024	4416	D'ANGELO BROTHERS INC.	500,208.65
593FN TOTALS:			
Total of 5 Checks:			506,543.49
Less 1 Void Checks:			593.55
Total of 4 Disbursements:			505,949.94



April 2024

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30		3	4	
5			9	10	11	

New Balance  
**\$4,531.11**  
 Minimum Payment Due  
**\$45.00**  
 Payment Due Date  
**04/01/24**

### INK CASH(SM) POINT SUMMARY

Previous points balance	50,211
+ 1 Point per \$1 earned on all purchases	4,532
+ 2Pts/\$1 gas stns, rstnts, ofc sply, hm impr	283
- Points redeemed this statement period	50,211

**Total points available for redemption 4,815**

233-000-084-980

All sys ~~UTILITY DEPT.~~  
UTILITY DEPT.

MAR 11 2024

RECEIVED

3-12-24

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

### ACCOUNT SUMMARY

**Account Number:**

Previous Balance	\$6,581.69
Payment, Credits	-\$6,650.92
Purchases	+\$4,600.34
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00

**New Balance \$4,531.11**

Opening/Closing Date 02/08/24 - 03/07/24

Credit Limit \$45,500

Available Credit \$40,968

Cash Access Line \$2,275

Available for Cash \$2,275

**Past Due Amount \$0.00**

**Balance over the Credit Limit \$0.00**



P.O. BOX 15123  
WILMINGTON, DE 19850-5123  
For Undeliverable Mail Only

Make your payment at  
[chase.com/paycard](https://www.chase.com/paycard)

**Payment Due Date:** 04/01/24  
**New Balance:** \$4,531.11  
**Minimum Payment Due:** \$45.00

Account number:

\$ \_\_\_\_\_ Amount Enclosed  
Make/Mail to Chase Card Services at the address below:



CARDMEMBER SERVICE  
PO BOX 6294  
CAROL STREAM IL 60197-6294

27999 BEX Z 06724 C  
GREG TATARA  
MHOG SEWER & WATER AUTH  
2911 DORR RD  
BRIGHTON MI 48116-9436





# ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
03/06	LINE-X OF BRIGHTON BRIGHTON MI <i>DPW trucks</i> DAVE ESTRADA TRANSACTIONS THIS CYCLE (CARD ) \$900.00	900.00 ✓
02/07	360 WATER INC 614-294-3600 OH	360.00
02/27	AMZN Mktp US*RZ5Y484X2 Amzn.com/bill WA JAMES AULETTE TRANSACTIONS THIS CYCLE (CARD ) \$385.97	25.97
02/13	REDEMPTION CREDIT	-502.11
02/18	Payment ThankYou Image Check	-6,079.58
02/06	LANSING CENTER LOTS TIBA LANSING MI <i>DPW prof dev.</i>	10.00 -
02/10	GoToCom*GoToConnect goto.com MA <i>mhog</i>	249.68 ✓
03/04	RINGCENTRAL INC. 888-898-4591 CA <i>phone</i>	66.13 -
03/05	CRB CRANE & SER CO INC HOWELL MI <i>mhog</i> GREG TATARA TRANSACTIONS THIS CYCLE (CARD ) \$6015.88- INCLUDING PAYMENTS RECEIVED	240.00 ✓
02/07	WAL-MART #1754 HOWELL MI <i>mhog</i>	139.00 ✓
02/06	NORTH GRAND RAMP TIBA LANSING MI <i>DPW prof dev.</i>	9.00 ✓
02/23	AMZN Mktp US*RZ7RA6N10 Amzn.com/bill WA <i>mhog</i>	19.88 ✓
02/26	IN *MICHIGAN SECTION AWWA 517-2922912 MI <i>DPW prof dev.</i>	10.00 ✓
02/28	EGLD DW TRAIN AND CERT 517-7533850 MI <i>DPW prof dev.</i>	70.00 ✓
03/06	SP TOOLBARN.COM HTTPWWW.TOOL IA <i>mhog</i> ALEX CHIMPOURAS TRANSACTIONS THIS CYCLE (CARD ) \$372.95	125.07 ✓
02/29	LANDS END BUS OUTFITTERS DODGEVILLE WI <i>101-261-750-000</i>	-69.23 -
02/08	LANDS END BUS OUTFITTERS 800-332-4700 WI <i>101-261-750-000</i>	200.96 ✓
02/10	Amazon.com*RI30J7LNO Amzn.com/bill WA <i>101-261-751-000</i>	91.07 ✓
02/12	ADOBE *800-833-6687 800-833-6687 CA <i>101-261-751-000</i>	50.02 ✓
02/15	LANDS END BUS OUTFITTERS 800-332-4700 WI <i>101-261-750-000</i>	96.36 ✓
02/14	MICHIGAN TOWNSHIPS ASS LANSING MI <i>101-261-750-000</i>	25.00 -
02/15	MICHIGAN ASSOCIATION OF P 734-9132000 MI <i>101-701-710-000</i>	85.00 ✓
02/17	LANDS END BUS OUTFITTERS 800-332-4700 WI <i>101-261-750-000</i>	144.93 ✓
02/21	Amazon.com*RI3UP6QP1 Amzn.com/bill WA <i>101-261-751-000</i>	169.99 ✓
02/22	WWW.DOODLE.COM ZURICH <i>101-261-750-000</i>	83.40 ✓
02/23	FSP*WINGMAN PEST CONTROL, 810-923-3364 MI <i>101-261-750-000</i>	139.00 ✓
02/25	AMZN Mktp US*RW64E5J61 Amzn.com/bill WA <i>101-261-750-000</i>	14.84 ✓
02/26	AMZN Mktp US*RW3AQ4IM2 Amzn.com/bill WA <i>101-261-750-000</i>	425.00 ✓
03/01	AMZN Mktp US*RN9N91JE0 Amzn.com/bill WA <i>101-261-750-000</i>	18.60 ✓
03/01	X STAMPER SHACHIHATA 800-8512686 CA <i>101-261-750-000</i>	16.42 ✓
03/03	AMZN Mktp US*RZ7AH1KP2 Amzn.com/bill WA <i>101-261-750-000</i>	38.98 ✓
03/05	AMZN Mktp US*RN7AQ6402 Amzn.com/bill WA KELLY VANMARTER TRANSACTIONS THIS CYCLE (CARD ) \$2306.38 <i>101-261-750-000</i>	776.04 ✓

2024 Totals Year-to-Date	
Total fees charged in 2024	\$0.00
Total interest charged in 2024	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

# INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	18.49%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	29.99%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfers	18.49%(v)(d)	- 0 -	- 0 -



**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**March 4, 2024**

**MINUTES**

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 pm at the Township Hall. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Paulette Skolarus, Robin Hunt, Jean Ledford, Terry Croft, Diana Lowe, and Jeff Dhaenens. Also present was Township Manager Kelly VanMarter, and 26 people in the audience.

The Pledge of Allegiance was recited.

The call to the public was opened at 6:31 pm.

Ms. Susan Nickels of 4935 Fairways Drive spoke regarding the renewal of the contract with the Economic Development Council (EDC). She congratulated the township for the grant received that will be used for the water main in the interchange campus area. She and other community members are not in favor of the development in this area. She requested that the \$23,000 spent each year be spent on something else. We don't need corporate welfare here.

Ms. Tracey Pardiac stated the township pays \$23,000 a year of taxpayers money so the land near them can be sold to developers. The developer is benefiting from this and not the community.

Ms. Kristi Hale of 3148 Beck Road moved here in April of 2019 for the country living. She did not move here for the land to be developed into a distribution center. It will increase noise and traffic and it lessens the flora and fauna of the township. She wants to see and hear the wildlife. She asked the Township not to proceed with the Latson Road PUD.

Ms. Elaine Samson of 6280 Sundance Trail has lived in the township for almost 50 years. She agrees with everything that Ms. Hale said. The township does not need industry. It is a beautiful area.

Ms. Karen Wilbanks of 2914 Russell Drive is opposed to the PUD. Large industry is not a good idea in a rural community. She asked the township to consider what the people want, which is to keep it rural.

The call to the public was closed at 6:39 pm.

**Approval of Consent Agenda:**

**Moved** by Lowe, supported by Hunt, to approve the Consent Agenda as presented. **The motion carried unanimously.**

**1. Payment of Bills: March 4, 2024**

**2. Request to approve February 19, 2024 regular meeting minutes.**

**Approval of Regular Agenda:**

**Moved** by Ledford, supported by Croft, to approve the Regular Agenda as presented. **The motion carried unanimously.**

**3. Request for approval of the DPW Department Fiscal Year 2025 System Labor and Equipment Percentage Allocation, the Amended Utility Department Budget for Fiscal Year ending March 31, 2024, and the proposed Utility Department Budget for the Fiscal Year Ending March 31, 2025.**

Dr. Greg Tatara provided a review of how the DPW budget is funded, explained how the allocations are calculated, and reviewed the budget's expenses for both the FY 2024 and 2025 budgets. They will be finishing FY 2024 under budget. The remaining funds are returned to each contributing system. He is requesting the Board approve his FY 2025 budget, the amended FY 2024 budget, and the FY 2025 allocation.

**Moved** by Dhaenens, supported Skolarus, to approve the FY 2025 System Labor and Equipment Percentage Allocation, the Amended Utility Department Budget for FY ending March 31, 2024, and the proposed Utility Department Budget for the FY Ending March 31, 2025. **The motion carried unanimously.**

- 4. Consideration of a recommendation for approval of the special land use application, environmental impact assessment and site plan to use the existing building at 2464 Dorr Road (formerly occupied by Humane Society) as a philanthropic or non-profit center to assist individuals with social needs. The property is located on the west side of Dorr Road, north of I-96 on parcel #4711-15-200-019 and the request is petitioned by The Salvation Army of Livingston County.**
- A. Disposition of Special Use Application**
  - B. Disposition of Environmental Impact Assessment (12-11-23)**
  - C. Disposition of Site Plan (dated 1-19-24, revised 02-20-24)**

Mr. David Barbour the attorney for the Salvation Army, Major Andrew Shields, Lieutenants Roberts and Leach, who would be the core commanders at this location, and Ms. Kelly Wirebaugh, Divisional Property Manager, were present.

Mr. Barbour provided a review of their project. The Township Planning Commission recommended approval at their meeting, with conditions. They will meet all of those conditions. They have a pending purchase agreement which will be completed after they receive approval from the Board. They will also be requesting a variance from the ZBA.

Ms. Hunt noted that the plans and the documents say it is on private well and septic, but it is on the public sewer system. Ms. Wirebaugh stated they will make the correction. She is concerned with the location of the driveway and the site distance but noted it has been approved by the Livingston County Road Commission.

Mr. Dhaenens noted that the Planning Commission discussed that if the needs of the site determine that additional parking is needed, the applicant will install that parking.

Ms. VanMarter stated that the Planning Commission recommended that the applicant install the walking path along the front of the property; however, she is recommending the Board consider allowing the termination of the path at the site driveway and then connecting a sidewalk from the building/parking lot to give pedestrian access. Ms. Hunt agrees that this makes sense.

**Moved** by Dhaenens, supported by Lowe, to approve the Special Use Application to use the existing building at 2464 Dorr Road (formerly occupied by Humane Society) as a philanthropic or nonprofit center to assist individuals with social needs for the Salvation Army of Livingston County because it is found that the Special Land Use standards of Zoning Ordinance Section 19.03 have been met subject to the following conditions:

- The applicant will address any concerns of the township engineer and Brighton Area Fire Authority prior to issuance to any Land Use Permit.
- The applicant shall obtain a variance from the ZBA for the lack of 500-foot spacing from residential zoning prior to issuance of a Land Use Permit.
- The project materials shall be updated to reflect that the property is currently connected to the public sanitary sewer system.
- The existing septic tank shall be removed and backfilled.

**The motion carried unanimously.**

**Moved** by Hunt, supported by Lowe, to approve the Environmental Impact Assessment dated December 11, 2023 to use the existing building at 2464 Dorr Road (formerly occupied by Humane Society) as a philanthropic or nonprofit center to assist individuals with social needs for the Salvation Army of Livingston County, with the following condition:

- The project materials shall be updated to reflect that the property is currently connected to the public sanitary sewer system.
- The existing septic tank shall be removed and backfilled.

**The motion carried unanimously.**

**Moved** by Ledford, supported by Croft, to approve the Site Plan dated January 19, 2024 to use the existing building at 2464 Dorr Road (formerly occupied by Humane Society) as a philanthropic or nonprofit center to assist individuals with social needs for the Salvation Army of Livingston County, with the following conditions:

- All conditions of the special land use permit shall be satisfied.
- The parking spaces will be loop striped to comply with the Township ordinance associated with any parking lot improvements.
- The revision date on the site plan shall be updated to reflect the date that the redline changes were made following the Planning Commission meeting.
- All of the existing structures shall be removed, with the exception of the garage.
- The location of the proposed bike path along Dorr Road shall be finalized with Township staff with consideration given to terminating the path at the site driveway and then connecting a sidewalk from the building/parking lot to give pedestrian access. Additionally, cross section details of the proposed sidewalk shall be provided for the township engineer's review and approval.
- The project materials shall be updated to reflect that the property is currently connected to the public sanitary sewer system.

- The existing septic tank shall be removed and backfilled.

**The motion carried unanimously.**

- 5. Consideration of a recommendation for approval of the environmental impact assessment and site plan for a proposed car wash with 2 automatic bays, 4 self-service bays and 5 vacuum stations located within the existing Genoa Outlots PUD. The property is located on a vacant 1.39-acre site (parcel#4711-09-200-028), southwest corner of Grand River Avenue and Lawson Drive. The request is petitioned by Springborn Properties.**

**A. Disposition of Environmental Impact Assessment (1-23-24)**

**B. Disposition of Site Plan (2-26-24)**

Mr. Patrick Cleary of Boss Engineering was present to answer questions from the Board.

Ms. Hunt thanked Mr. Cleary for accommodating the Planning Commission's request to rotate the building to alleviate the stacking issue.

Ms. VanMarter noted that she added two conditions to the site plan approval. The Planning Commission had noted that they did not want any blue color on the site, but it was not in the conditions of their recommendation. She is recommending the details of Sheet A0 be revised to show that the vacuum caps and posts are black, and not blue. There is also a condition regarding the photometric analysis be done to ensure all lighting complies with the township ordinance. Mr. Cleary will comply with those conditions.

**Moved** by Lowe, supported by Croft, to approve the Environmental Impact Assessment dated January 23, 2024 for a proposed car wash with two automatic bays, four self-service bays and five vacuum stations located on a vacant 1.39-acre site (Parcel#4711-09-200-028). **The motion carried unanimously.**

**Moved** by Dhaenens, supported by Lowe, to approve the Site Plan dated February 26, 2024 for a proposed car wash with 2 automatic bays, 4 self-service bays and 5 vacuum stations located on a vacant 1.39-acre site (parcel#4711-09-200-028) with the following conditions:

- The vacuum details on sheet A0 shall be revised to reflect that the vacuum unit caps and posts shall also be black rather than the blue as currently depicted.
- A photometric analysis shall be provided in regard to the vacuum canopy lighting to ensure that the light source on the vacuum canopies comply with the Township ordinance. This must be provided prior to issuance of a land use permit.
- All site plan review overage fees must be paid prior to issuance of a land use permit.

**The motion carried unanimously.**

- 6. Consideration of a recommendation for approval of the environmental impact assessment dated November 29, 2023 corresponding to the site plan for reconstruction of the Faulkwood Shores Clubhouse building located at 300 S. Hughes Road, west side of S. Hughes Road, north of Arrow Drive. The request is petitioned by Singh Development, LLC.**

Mr. Matt DeLapp, with Singh Development and Jason Fleis of The Umlor Group, the engineer for the project, were present. Mr. DeLapp provided a history of the golf course, the site's natural

features, the fire at the clubhouse, and the proposed new clubhouse, including the floor plan, building materials and other site improvements. They received a recommendation for approval from the Planning Commission and they have met all of their conditions.

**Moved** by Skolarus, supported by Hunt, to approve the Environmental Impact Assessment dated November 29, 2023 for reconstruction of the Faulkwood Shores Clubhouse building and related site improvements located at 300 S. Hughes Road with the condition that all requirements of the site plan approval by the Planning Commission be met prior to issuance of a land use permit. **The motion carried unanimously.**

**7. Consideration of a recommendation for approval of the environmental impact assessment dated December 13, 2023 corresponding to the site plan for an expansion, remodel and exterior site improvements for the existing Arby's Restaurant located at 3639 E. Grand River Avenue, between Grand Oaks Drive and Cleary Drive. The request is petitioned Chew Inc., dba Arby's.**

Ms. Cheryl Ball, the architect, and Mr. Joe Crawford, the owner, were present.

Ms. Ball provided a review of the proposed site and building improvements. They are required to make these improvements and upgrades by Arby's Corporate. Sample building materials and colored renderings were shown. They have received a recommendation of approval from the Planning Commission and a variance from the ZBA.

Ms. VanMarter noted that the site plan shows a door as red; however, the spec details show it as gray. The petitioner agrees to make the change. The door will be gray.

**Moved** by Lowe, supported by Dhaenens, to approve the Environmental Impact Assessment dated December 13, 2023 for an expansion, remodel and exterior site improvements for the existing Arby's Restaurant located at 3639 E. Grand River Avenue. with the following conditions:

- All requirements of the site plan approval by the Planning Commission be met.
- The color of the service door on the new addition facing Grand River shown on elevation rendering site plan sheet A2.1 shall be revised to reflect the label color which is Functional Gray and not the red color shown.
- All site plan review overage fees be paid prior to issuance of a land use permit.

**The motion carried unanimously.**

**8. Consider approval of a contract extension between Economic Development Council of Livingston County and Genoa Charter Township.**

Ms. Marsha Gebarowski, the Director of Business Development for Ann Arbor Spark in Livingston County was present.

Ms. Skolarus asked Ms. Gebarowski to provide information on a project that was done recently in the Township. She stated that the EDC has assisted with Pop Daddy relocating to the township on Sterling Drive. That business has also expanded since it moved there. Ms. Skolarus also questioned her opinion regarding what was stated at tonight's call to the public.



Ms. Gebarowski stated that the Township has a master plan and the Latson Road area was rezoned when the interchange went through. They support property development consistent with the Townships Master Plan and zoning for this area on behalf of the Township.

Ms. Hunt stated that the water main installation is very important in order to complete a loop line that services residents in the area and assists when there is high usage demand as well as any future development in the area.

Supervisor Rogers thanked Ms. Gebarowski and SPARK for their work, not only in Genoa Township, but in all of Livingston County. The Township would not be able to assist all of the businesses on their own. The cost of the agreement is worth the economic development work that is done by them.

**Moved** by Dhaenens, supported by Croft, to approve a contract extension between Economic Development Council of Livingston County and Genoa Charter Township for the three years stated in the contract. **The motion carried unanimously.**

**9. Review and approval of general appropriation of funds for the fiscal year beginning April 1, 2024 and ending March 31, 2025 for budget fund numbers: 101, 202, 208, 212, 249, 401, 464 and 532.**

Ms. VanMarter presented the final review of the Mortensen Report for the 2024/2025 budget.

Ms. Skolarus stated that 212 people voted by early voting in the February election. This was a personnel cost of \$12,845. The absent Voter Counting Board cost \$3,550 and the election day precinct voting cost \$15,000.

Ms. VanMarter suggested revisiting the option of having the County Clerk's Office manage the early voting for the municipalities in Livingston County.

**Moved** by Lowe, supported by Dhaenens, to approve general appropriation of funds for the fiscal year beginning April 1, 2024 and ending March 31, 2025 for budget fund numbers: 101, 202, 208, 212, 249, 401, 464 and 532. **The motion carried unanimously.**

**10. Request for approval of Resolution 240304A - 2024-2025 General Appropriations Act Budget for the Fiscal Year beginning April 1, 2024 and ending March 31, 2025. (Roll Call)**

**Moved** by Lowe, supported by Skolarus, to approve Resolution 240304A - 2024-2025 General Appropriations Act Budget for the Fiscal Year beginning April 1, 2024 and ending March 31, 2025. **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

**11. Request for approval of Resolution 240304B - Wages and Salaries for Appointed Officials. (Roll Call)**

**Moved** by Lowe, supported by Ledford, to approve Resolution 240304B - Wages and Salaries for Appointed Officials. **The motion carried unanimously with a roll call vote (Ledford - yes,**

**Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

**12. Request for approval of Resolution 240304C - Salaries for Elected Officials. (Roll Call)**

**Moved** by Ledford, supported by Croft, to approve Resolution 240304B - Wages and Salaries for Appointed Officials. **The motion carried with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - no, and Rogers - yes).**

**13. Request to approve project agreements with the Livingston County Road Commission for gravel and limestone road resurfacing projects from Road Improvement Fund#401-446-812-004 as follows:**

- A. Euler Road: Improve approximately 4,900 feet of Euler Road from the end of the payment to McClements Road for gravel resurfacing with limited drainage and necessary related work with the Township's cost not to exceed \$90,000.**
- B. Kellogg Road: Improve approximately 5,370 feet of Kellogg Road from Golf Club Road to McClements Road for limestone resurfacing with limited drainage and necessary related work with the Township's cost not to exceed \$125,000.**
- C. Kellogg Road: Improve approximately 6,065 feet of Kellogg Road from Grand River Avenue to McClements Road for gravel resurfacing with limited drainage and necessary related work with the Township's cost not to exceed \$105,000.**
- D. McClements Road: Improve approximately 5,472 feet of McClements Road from Kellogg Road to Hacker Road for limestone resurfacing with limited drainage and necessary related work with the Township's cost not to exceed \$127,000 from Road Improvement Fund # 401-446-812-005.**

**Moved** by Skolarus, supported by Lowe, to approve a project agreement with the Livingston County Road Commission to improve approximately 4,900 feet of Euler Road from the end of the payment to McClements Road with the Township's cost not to exceed \$90,000, to improve approximately 5,370 feet of Kellogg Road from Golf Club Road to McClements Road with the Township's cost not to exceed \$125,000, to improve approximately 6,065 feet of Kellogg Road from Grand River Avenue to McClements Road with the Township's cost not to exceed \$105,000, and to improve approximately 5,472 feet of McClements Road from Kellogg Road to Hacker Road for limestone resurfacing with limited drainage and necessary related work with the Township's cost not to exceed \$127,000 from Road Improvement Fund # 401-446-812-005. **The motion carried unanimously.**

**14. Request for approval of three proposals from Spruce Homes and Hardscapes to remove the existing wood handrails and replace them with Trex composite handrails for the Brighton Road and Bauer Road bike paths at a cost not to exceed \$26,000 from Parks and Recreation, Boardwalk/Railing Improvement Fund #208-751-934-011.**

**Moved** by Hunt, supported by Lowe, to approve three proposals from Spruce Homes and Hardscapes to remove the existing wood handrails and replace them with Trex composite handrails for the Brighton Road and Bauer Road bike paths at a cost not to exceed \$26,000 from Parks and Recreation, Boardwalk/Railing Improvement Fund #208-751-934-011. **The motion carried unanimously.**

**15. Request for approval of a proposal from Wingman Pest Control to perform pest management treatment and prevention at the Township Hall at a cost not to exceed \$12,446.50 from General Fund, Building and Grounds, Repairs and Maintenance Fund #101-265-934-060.**

**Moved** by Lowe, supported by Hunt, to approve the proposal from Wingman Pest Control for \$12,446.50. **The motion carried unanimously.**

**Member Discussion**

Ms. Hunt stated the latest tax season ended on February 29, 2024 with excellent collection rates.

Ms. VanMarter stated that the ducts in the township hall building were cleaned this weekend. Employees noted that they can tell the difference in the odor of the building.

She has received fliers advising that Surf Internet is coming to the area.

Mr. Dhaenens commended township staff on their assistance with a resident. They were very quick to answer their questions and provide them the information they needed.

**Adjournment**

**Moved** by Hunt, supported by Skolarus, to adjourn the meeting at 8:03 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas  
Recording Secretary

Approved: Paulette Skolarus, Clerk  
Genoa Charter Township

Bill Rogers, Supervisor  
Genoa Charter Township



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

## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** March 13, 2024  
**RE:** Fiscal Year 2023-2024 Final Budget Adjustments

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Attached please find a copy of the fiscal year 2023/2024 budget showing activity, current budget amount, and proposed final amendments. The proposed amendments to this current budget are highlighted in either green or yellow shading. The budget also includes a "Mortensen Column" which describes the reason for the change. I look forward to discussing this with you on Monday. If you are satisfied with the budget amendments, I have provided the following motion for your consideration:

**(Requires Roll Call)**

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to approve the year-end budget amendments for Fiscal Year 2023/2024 involving budget fund numbers: 101, 202, 208, 212, 249, 401, and 464.

Sincerely,

Kelly VanMarter

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

**MANAGER**

Kelly VanMarter

**FINAL BUDGET AMENDMENTS FY 23/24 BUDGET**

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
Fund 101 - GENERAL FUND					
ESTIMATED REVENUES					
Dept 000 - REVENUE					
101-000-402-001	CURRENT REAL PROP TAX	914,931	1,200,000	1,200,000	
101-000-411-001	DELINQ TAX - PERSONAL & REAL	3,099	1,000	3,099	
101-000-434-002	TRAILER FEES	3,419	4,000	4,000	
101-000-448-001	COLLECT FEES/EXCESS OF ROLL	379,743	400,000	400,000	
101-000-448-002	COLLECTION FEE - SCHOOLS	24,573	25,000	25,000	
101-000-451-024	ADMIN FEE/UTILITY-OPERATING	44,519	59,359	59,359	
101-000-452-001	INTEREST-SPECIAL ASSESSMENTS	0	7,263	7,263	
101-000-476-001	CABLE FRANCHISE	369,849	410,000	410,000	
101-000-476-002	LICENSE & PERMITS	19,729	20,000	20,000	
101-000-567-001	CEMETERY REVENUE	1,200	800	1,200	
101-000-572-001	METRO ACT REVENUE	21,636	15,500	21,636	
101-000-573-001	LCSA-PPT REIMBURSEMENT	30,507	25,500	30,507	
101-000-574-002	STATE SHARED REVENUE	2,312,542	2,210,292	2,312,542	
101-000-608-000	CHARGES FOR SERV-APPL FEES	84,398	60,000	92,000	Large case load & overage fees paid
101-000-609-000	CHARGES FOR SERVICES- FOIA/PRINTING	332	500	500	
101-000-626-032	ADM FEE LIQUOR LAW	2,704	3,500	3,500	
101-000-631-000	REFUSE COLLECTION FEES	920,730	1,270,000	1,270,000	
101-000-657-001	ORDINANCE FINES	900	1,000	1,000	
101-000-665-001	INTEREST	76,255	10,000	78,000	Increased interest rates are generating more revenue
101-000-671-000	OTHER REVENUE	6,763	1,000	6,763	Settlement Check Seaside Walls
101-000-672-000	TAXES ON LAND TRANSFER	143,380	149,000	149,000	
101-000-682-000	ELECTION REIMBURSEMENTS	8,303	0	231,500	Clerk request: \$8,303 Hartland, \$43,000 Howell & State of MI \$180,000
101-000-699-249	MMRMA REIMBURSEMENT	11,327	10,000	11,327	
Totals for dept 000 - REVENUE		5,380,839	5,883,714	6,338,196	
TOTAL ESTIMATED REVENUES		5,380,839	5,883,714	6,338,196	
APPROPRIATIONS					
Dept 101 - TOWNSHIP BOARD					
101-101-702-014	TRUSTEES/SECRETARY WAGES & SALARIES	35,545	37,575	37,575	
101-101-861-000	TRUSTEES MILEAGE & TRAVEL EXPENSE	1,443	3,800	3,800	
101-101-910-000	TRUSTEES PRO DEV/CONFERENCE/DUES	11,063	15,000	15,000	
101-101-955-000	TRUSTEES MISCELLANEOUS	0	100	100	
Totals for dept 101 - TOWNSHIP BOARD		48,051	56,475	56,475	
Dept 171 - TOWNSHIP SUPERVISOR					
101-171-702-014	TWP SUPERVISOR SALARY	63,283	65,877	65,877	
101-171-861-000	SUPERVISOR MILEAGE & TRAVEL EXPENSE	109	500	500	
101-171-910-000	SUPERVISOR PRO DEV/CONFERENCE/DUES	170	1,000	1,000	
101-171-955-000	SUPERVISOR MISCELLANEOUS	0	1,000	1,000	
Totals for dept 171 - TOWNSHIP SUPERVISOR		63,562	68,377	68,377	
Dept 172 - TOWNSHIP MANAGER					
101-172-702-014	TWP MANAGER SALARY	145,216	151,500	151,500	
101-172-703-000	MANAGER DEPT WAGES & SALARIES	44,308	45,460	45,460	
101-172-861-000	MANAGER DEPT MILEAGE & TRAVEL EXPENSE	0	1,000	1,000	
101-172-910-000	MANAGER DEPT PRO DEV/CONFERENCE/DUES	2,241	4,000	4,000	
101-172-955-000	MANAGER DEPT MISCELLANEOUS	0	1,000	1,000	
Totals for dept 172 - TOWNSHIP MANAGER		191,765	202,960	202,960	



**FINAL BUDGET AMENDMENTS FY 23/24 BUDGET**

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
<b>Dept 191 - ACCOUNTING &amp; FINANCE</b>					
101-191-703-000	ACCT DEPT WAGES & SALARIES	76,298	85,458	85,458	
101-191-801-000	ACCOUNTING CONSULTANT (PHP)	16,903	30,000	30,000	
101-191-801-001	FINANCIAL CONSULTING (PFM)	1,000	1,200	1,200	
101-191-861-000	ACCT DEPT MILEAGE & TRAVEL EXPENSE	0	100	100	
101-191-910-000	ACCT DEPT PRO DEV/CONFERENCE/DUES	0	500	500	
101-191-955-000	ACCT DEPT MISCELLANEOUS	0	1,000	1,000	
Totals for dept 191 - ACCOUNTING & FINANCE		94,201	118,258	118,258	
<b>Dept 215 - TOWNSHIP CLERK</b>					
101-215-702-014	TWP CLERK SALARY	56,543	58,755	58,755	
101-215-703-000	CLERKS DEPT WAGES & SALARIES	37,236	44,000	54,000	Requested by Clerk. Usually do not decrease unless it is \$10,000 or more but this is the request directly from the Clerk.
101-215-861-000	CLERKS DEPT MILEAGE & TRAVEL EXPENSE	0	200	0	
101-215-910-000	CLERKS DEPT PRO DEV/CONFERENCE/DUES	46	100	700	Requested by Clerk.
101-215-955-000	CLERKS DEPT MISCELLANEOUS	0	100	100	
Totals for dept 215 - TOWNSHIP CLERK		93,825	103,155	113,555	
<b>Dept 223 - AUDIT</b>					
101-223-801-000	AUDIT SERVICES (MANOR COSTERISAN)	27,400	30,900	30,900	
Totals for dept 223 - AUDIT		27,400	30,900	30,900	
<b>Dept 228 - INFORMATION TECHNOLOGY</b>					
101-228-703-000	IT DEPT WAGES & SALARIES	72,701	77,000	77,000	
101-228-861-000	IT DEPT MILEAGE & TRAVEL EXPENSE	0	500	500	
101-228-910-000	IT DEPT PRO DEV/CONFERENCE/DUES	0	200	200	
101-228-955-000	IT DEPT MISCELLANEOUS	0	1,000	1,000	
Totals for dept 228 - INFORMATION TECHNOLOGY		72,701	78,700	78,700	
<b>Dept 247 - BOARD OF REVIEW</b>					
101-247-702-014	BOARD OF REVIEW SALARIES	516	4,410	4,410	
101-247-791-000	BD OF REV PUBLICATIONS	480	1,000	1,000	
101-247-861-000	BD OF REV MILEAGE & TRAVEL EXPENSE	76	100	100	
101-247-910-000	BD OF REV PRO DEV/CONFERENCE/DUES	160	540	540	
101-247-955-000	BD OF REV MISCELLANEOUS	110	500	500	
101-247-964-000	REFUNDS & CHARGEBACKS	429	5,000	5,000	
Totals for dept 247 - BOARD OF REVIEW		1,771	11,550	11,550	
<b>Dept 253 - TOWNSHIP TREASURER</b>					
101-253-702-014	TREASURER SALARY	63,371	65,918	65,918	
101-253-703-000	TREASURERS DEPT WAGES & SALARIES	100,158	101,004	105,000	Increase to stay within budget.
101-253-861-000	TREASURERS DEPT MILEAGE & TRAVEL EXPENSE	642	1,000	1,000	
101-253-910-000	TREASURERS DEPT PRO DEV/CONFERENCE/DUES	183	500	500	
101-253-955-000	TREASURERS DEPT MISCELLANEOUS	0	1,000	1,000	
Totals for dept 253 - TOWNSHIP TREASURER		164,354	169,422	173,418	
<b>Dept 257 - ASSESSING DEPARTMENT</b>					
101-257-702-014	ASSESSING SALARIES	237,450	253,458	253,458	
101-257-703-000	ASSESSING WAGES & SALARIES INTERN	0	10,000	0	Did not have an intern for 23/24FY
101-257-803-000	ASSESSING LEGAL	650	15,000	5,000	Reduced due to unused funds.
101-257-861-000	ASSESSING MILEAGE & TRAVEL EXPENSE	0	500	500	
101-257-910-000	ASSESSING PRO DEV/CONFER/DUES/SUB	3,393	5,000	5,000	
101-257-955-000	ASSESSING MISCELLANEOUS	40	1,000	1,000	
Totals for dept 257 - ASSESSING DEPARTMENT		241,533	284,958	264,958	

**FINAL BUDGET AMENDMENTS FY 23/24 BUDGET**

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
<b>Dept 261 - GENERAL GOVERNMENT</b>					
101-261-703-000	UNALLOCATED WAGES & SALARIES	0	2,000	2,000	
101-261-709-000	EMPLOYER'S SHARE SS & MEDICARE	84,700	110,000	110,000	
101-261-709-001	CELLPHONE REIMBURSEMENT	2,966	4,000	4,000	
101-261-709-002	WORKERS COMP	8,062	11,000	11,000	
101-261-718-001	RETIREMENT	156,925	201,456	201,456	
101-261-718-002	HEALTH/LIFE INSURANCE	261,918	225,000	300,000	When we configured this line for the budget 23/24 we used the wrong number of months as the date of activity at the time was 10/31/2022. We counted that as 10 months which is incorrect as with our year runs April to March, it was actually month 7.
101-261-718-003	WELLNESS	5,339	8,000	8,000	
101-261-718-004	EHIM RESERVE	0	50,000	50,000	
101-261-750-000	SUPPLIES	19,596	27,000	27,000	
101-261-750-001	POSTAGE	22,610	33,000	33,000	
101-261-751-000	EQUIP / SOFTWARE / SOFTWARE MAINTENANCE	94,231	200,000	125,000	Reduced as BS&A Cloud upgrade has been moved to 25/26FY
101-261-752-000	WEBSITE MAINTENANCE	0	0	0	
101-261-791-000	SUBSCRI/PUBLICATIONS/MEMBERS	8,691	6,000	9,000	Extra payment for SEMCOG membership due to unpaid invoice for 2023.
101-261-802-000	CONTRACTUAL SERVICES / CONSULTING	5,880	35,000	10,000	Most contractual services are department specific with their own GL Number
101-261-802-001	TWP VEHICLE EXPENSES	488	2,000	2,000	
101-261-861-000	UNALLOCATED MILEAGE & TRAVEL EXPENSE	0	100	100	
101-261-941-000	CONTINGENCY	5,069	50,000	10,000	Reduce for unused contingency.
101-261-955-000	UNALLOCATED MISCELLANEOUS	1,000	1,000	1,000	
<b>Totals for dept 261 - GENERAL GOVERNMENT</b>		<b>677,475</b>	<b>965,556</b>	<b>903,556</b>	
<b>Dept 262 - ELECTIONS</b>					
					All changes are as requested by the Clerk.
					This is over budget and needs to be increased but this figure came directly from the Clerk.
101-262-703-001	WAGES- PART TIME OFFICE WORKERS	47,124	50,000	40,000	
101-262-703-002	SCANNERS, CHAIRPERSON & POLL WORKERS	38,760	45,000	40,000	
101-262-703-004	TRAINING: \$45<4 HRS - \$90>4 HRS	3,825	5,000	5,000	
101-262-703-005	WAGES - RECEIVING BOARD- \$200 PER DIEM	1,400	800	1,600	
101-262-751-001	ELECTION OFFICE SUPPLIES/EQUIPMENT	14,671	15,000	17,000	
101-262-791-000	ELECTION PUBLICATIONS	260	1,500	1,500	
101-262-802-001	ELECTION MEETING FEES	1,350	1,500	1,350	We usually only decrease if it is more than \$10,000
101-262-802-002	BALLOT TESTING	1,881	10,000	10,000	
101-262-802-003	LIVINGSTON COUNTY CLERK	0	9,000	9,000	
101-262-802-004	CHURCH / SCHOOL CLEANUP/SETUP/ TAKE DOWN	3,980	5,425	5,425	
101-262-802-005	ELECTION BREAKFAST / DINNER	1,289	1,700	1,700	
101-262-861-001	ELECTION MILEAGE & TRAVEL	451	575	575	
101-262-901-001	POSTAGE FOR APPLICATIONS	11,687	8,000	12,000	
101-262-901-002	POSTAGE FOR MAILING BALLOTS	7,516	6,000	8,000	
101-262-901-003	POSTAGE FOR MAILING NEW I.D. CARDS	2,704	200	2,800	
101-262-955-000	ELECTION MISCELLANEOUS	44	1,500	500	We usually only decrease if it is more than \$10,000
<b>Totals for dept 262 - ELECTIONS</b>		<b>136,942</b>	<b>161,200</b>	<b>156,450</b>	

**FINAL BUDGET AMENDMENTS FY 23/24 BUDGET**

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
<b>INCREASE</b>					
<b>DECREASE (only if \$10,000 or more)</b>					
<b>Dept 265 - BUILDING &amp; GROUNDS</b>					
101-265-740-000	INSURANCE - PROP LIAB/VEHICLE	50,171	54,510	54,510	
101-265-802-000	BUILDING & GROUNDS CONTRACTUAL SERVICES	0	1,000	1,000	
101-265-850-000	PHONE/INTERNT/CABLE/ALARM	22,854	30,000	30,000	
101-265-920-001	UTIL:ELECTRICITY & NAT.GAS	20,694	25,000	25,000	
101-265-934-060	REPAIRS & MAINTENANCE	107,035	150,000	130,000	Decrease due to unused funds.
101-265-955-000	BUILDING & GROUNDS MISCELLANEOUS	366	5,000	5,000	
Totals for dept 265 - BUILDING & GROUNDS		201,120	265,510	245,510	
<b>Dept 266 - LEGAL SERVICES</b>					
101-266-803-000	GENERAL TOWNSHIP LEGAL FEES	20,463	75,000	35,000	
101-266-803-001	LITIGATION LEGAL FEES	66,016	100,000	75,000	
Totals for dept 266 - LEGAL SERVICES		86,479	175,000	110,000	
<b>Dept 270 - HUMAN RESOURCES</b>					
101-270-703-000	HR WAGES & SALARIES	18,942	19,286	22,000	Increase to stay within budget
101-270-802-000	HR CONTRACTUAL SERVICES	0	2,500	2,500	
101-270-861-000	HR MILEAGE & TRAVEL EXPENSE	0	100	100	
101-270-910-000	HR PRO DEV/CONFERENCE/DUES	0	500	500	
101-270-955-000	HR MISCELLANEOUS	0	1,000	1,000	
Totals for dept 270 - HUMAN RESOURCES		18,942	23,386	26,100	
<b>Dept 445 - DRAINS AT LARGE</b>					
101-445-802-000	CONTRACTUAL SERVICES - LIVINGSTON COUNTY	0	30,000	30,000	
Totals for dept 445 - DRAINS AT LARGE		0	30,000	30,000	
<b>Dept 521 - REFUSE COLLECTION</b>					
101-521-802-000	REFUSE CONTRACTUAL SERVICES	1,219,745	1,422,000	1,422,000	
Totals for dept 521 - REFUSE COLLECTION		1,219,745	1,422,000	1,422,000	
<b>Dept 567 - CEMETERY</b>					
101-567-703-001	CEMETERY PURCHASE	0	0	0	
101-567-703-002	CEMETERY MAINTENANCE	6,095	10,000	10,000	
Totals for dept 567 - CEMETERY		6,095	10,000	10,000	
<b>Dept 701 - PLANNING &amp; ZONING</b>					
101-701-702-014	PLANNING COMMISSION SALARIES	25,194	26,250	30,000	PC had 3 unplanned special mtgs.
101-701-702-015	ZONING BOARD WAGES	11,926	15,750	15,750	
101-701-703-000	PLANNING & ZONING WAGES & SALARIES	127,447	242,000	177,000	This figure originally accounted for a new employee in the planning dept.
101-701-791-000	PLANNING & ZONING PUBLICATIONS	1,525	3,000	3,000	
101-701-802-000	PLANNING & ZONING CONTRACTUAL SERVICES	23,855	50,000	30,000	
101-701-861-000	PLANNING & ZONING MILEAGE & TRAVEL EXP	1,518	2,500	2,500	
101-701-910-000	PLANNING & ZONING PRO DEV/CONFERENCE/DUE	6,190	10,000	10,000	
101-701-946-001	REVIEW SERVICES - PLANNING	43,735	35,000	50,000	Very busy year of site plan reviews.
101-701-946-002	REVIEW SERVICES - ENGINEERING	32,725	40,000	40,000	
101-701-946-003	REVIEW SERVICES - PUBLICATIONS/POSTAGE	1,960	3,000	3,000	
101-701-946-004	REVIEW SERVICES - ROUTING	1,215	2,000	2,000	
101-701-946-005	REVIEW SERVICES - LEGAL/RECORDING FEES	7,771	10,000	10,000	
101-701-955-000	PLANNING & ZONING MISCELLANEOUS	838	1,000	1,000	
Totals for dept 701 - PLANNING & ZONING		285,899	440,500	374,250	
<b>Dept 728 - ECONOMIC DEVELOPMENT</b>					
101-728-880-000	COMMUNITY PROMOTION - CONTRIBUTION	23,283	26,960	26,960	
Totals for dept 728 - ECONOMIC DEVELOPMENT		23,283	26,960	26,960	

**FINAL BUDGET AMENDMENTS FY 23/24 BUDGET**

BUDGET REPORT FOR GENOA TOWNSHIP    Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24	2023-24	2023-24	MORTENSEN BUDGET NOTES COLUMN
		ACTIVITY THRU 03/31/24	AMENDED BUDGET	REQUESTED AMENDMENT	
<b>INCREASE</b>					
<b>DECREASE (only if \$10,000 or more)</b>					
Dept 900 - CAPITAL OUTLAY FUNCTION					
101-900-970-000	CAPITAL OUTLAY > \$5,000	31,691	150,000	50,000	
101-900-975-000	CAPITAL OUTLAY < \$5,000	2,120	15,000	5,000	
Totals for dept 900 - CAPITAL OUTLAY FUNCTION		33,811	165,000	55,000	
Dept 965 - TRANSFERS OUT & OTHER FINANCING USES					
101-965-995-208	TRANSFER OUT- FUND #208 - PARKS & REC	850,000	850,000	850,000	
101-965-995-249	TRANSFER OUT- FUND #249 - BLDG RESERVE	300,000	300,000	300,000	
101-965-995-401	TRANSFER OUT- FUND #401 - ROAD IMPROVE	640,000	640,000	640,000	
Totals for dept 965 - TRANSFERS OUT & OTHER FINANCING USES		1,790,000	1,790,000	1,790,000	
TOTAL APPROPRIATIONS		5,478,954	6,599,867	6,268,977	
NET OF REVENUES/APPROPRIATIONS - FUND 101		(98,115)	(716,153)	69,219	
BEGINNING FUND BALANCE		3,588,259	3,588,259	3,588,259	
ENDING FUND BALANCE		3,490,144	2,872,106	3,657,478	

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
Fund 202 - SAD ROADS AND LAKES					
ESTIMATED REVENUES					
Dept 000 - REVENUE					
202-000-452-001	INTEREST	85,100	15,000	85,100	Increased interest rates are generating more revenue
Totals for dept 000 - REVENUE		85,100	15,000	85,100	
Dept 448 - STREETLIGHTS					
202-448-628-005	WHITE PINES LIGHTING -SAD PRINCIPAL	36	735	735	
Totals for dept 448 - STREETLIGHTS		36	735	735	
Dept 470					
202-470-628-005	FENDT DR (W18-22) -SAD PRINCIPAL	0	87,485	0	This project ended in Winter 2022.
Totals for dept 470 -		0	87,485	0	
Dept 472					
202-472-628-005	RED OAKS (W13-22) -SAD PRINCIPAL	7,847	52,155	8,000	This project ended in Winter 2022 and only delinquents were paid this fiscal year.
Totals for dept 472 -		7,847	52,155	8,000	
Dept 478					
202-478-628-005	HOMESTEAD (S22-31) -SAD PRINCIPAL	294	14,967	14,967	
202-478-665-001	HOMESTEAD (S22-31) -INTEREST	0	2,993	2,993	
Totals for dept 478 -		294	17,960	17,960	
Dept 484					
202-484-628-005	EARL LAKE (W18-25) -SAD PRINCIPAL	710	18,803	18,803	
Totals for dept 484 -		710	18,803	18,803	
Dept 485					
202-485-628-005	NOVEL ESTATES (W18-25) -SAD PRINCIPAL	0	10,964	10,964	
Totals for dept 485 -		0	10,964	10,964	
Dept 487					
202-487-628-005	EDWIN DR (S19-23) -SAD PRINCIPAL	253	3,554	3,554	
Totals for dept 487 -		253	3,554	3,554	
Dept 489					
202-489-628-005	BLACK OAKS (W21-30) -SAD PRINCIPAL	0	916	916	
202-489-665-001	BLACK OAKS (W21-30) -INTEREST	0	165	165	
Totals for dept 489 -		0	1,081	1,081	
Dept 490					
202-490-628-005	DARLENE DR (W21-30) -SAD PRINCIPAL	0	2,867	2,867	
202-490-665-001	DARLENE DR (W21-30) -INTEREST	376	516	516	
Totals for dept 490 -		376	3,383	3,383	
Dept 491					
202-491-628-005	ELMHURST (S20-26) -SAD PRINCIPAL	0	7,612	7,612	
202-491-665-001	ELMHURST (S20-26) -INTEREST	523	761	761	
Totals for dept 491 -		523	8,373	8,373	
Dept 492					
202-492-628-005	MCNAMARA (S23-32) -SAD PRINCIPAL	2,772	14,139	14,139	
202-492-665-001	MCNAMARA (S23-32) -INTEREST	0	2,828	2,828	
Totals for dept 492 -		2,772	16,967	16,967	



BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24			MORTENSEN BUDGET NOTES COLUMN
		ACTIVITY THRU 03/31/24	AMENDED BUDGET	REQUESTED AMENDMENT	
INCREASE					
DECREASE (only if \$10,000 or more)					
Dept 494					
202-494-628-005	STILLRIVER (S23-32) -SAD PRINCIPAL	3,192	9,575	9,575	
202-494-665-001	STILLRIVER (S23-32) -INTEREST	0	1,915	1,915	
Totals for dept 494 -		3,192	11,490	11,490	
Dept 495					
202-495-628-005	TIMBERVIEW PRIV (W23-32)-SAD PRINCIPLE	0	3,795	3,795	
202-495-665-001	TIMBERVIEW PRIV (W23-32)-INTEREST	0	759	759	
Totals for dept 495 -		0	4,554	4,554	
Dept 496					
202-496-628-005	CRYSTAL VALLEY (S24-33) - SAD PRINCIPLE	14,760	0	14,760	Parcel paid off early
202-496-665-001	CRYSTAL VALLEY (S24-33) - INTEREST	0	0	0	
Totals for dept 496 -		14,760	0	14,760	
Dept 570 - LAKE IMPROVEMENTS					
202-570-628-005	LK CHEMUNG (W23-27) -SAD PRINCIPAL	3,339	46,300	46,300	
Totals for dept 570 - LAKE IMPROVEMENTS		3,339	46,300	46,300	
Dept 571					
202-571-628-005	PARDEE LK (W21-25) -SAD PRINCIPAL	2,604	22,396	22,396	
Totals for dept 571 -		2,604	22,396	22,396	
Dept 572					
202-572-628-005	GRAND BEACH (W21-25) -SAD PRINCIPAL	0	14,125	14,125	
Totals for dept 572 -		0	14,125	14,125	
Dept 573					
202-573-628-005	E/W CROOKED LK (S23-27) -SAD PRINCIPAL	619	18,050	18,050	
Totals for dept 573 -		619	18,050	18,050	
Dept 575					
202-575-628-005	BAETCKE LK (S23-27) -SAD PRINCIPAL	0	7,600	7,600	
Totals for dept 575 -		0	7,600	7,600	
TOTAL ESTIMATED REVENUES		122,425	360,975	314,195	
APPROPRIATIONS					
Dept 223 - AUDIT					
202-223-801-000	AUDIT	3,200	5,000	5,000	
Totals for dept 223 - AUDIT		3,200	5,000	5,000	
Dept 448 - STREETLIGHTS					
202-448-801-075	WHITE PINES LIGHTING -PROJECT EXPENSE	779	800	800	
Totals for dept 448 - STREETLIGHTS		779	800	800	
Dept 478					
202-478-802-000	HOMESTEAD (S22-31) -ANNUAL MAINT. EXP	13,508	13,508	13,508	
Totals for dept 478 -		13,508	13,508	13,508	
Dept 487					
202-487-801-075	EDWIN DR (S19-23) -PROJECT EXPENSE	4,445	1,500	5,000	Additional for snow removal
Totals for dept 487 -		4,445	1,500	5,000	

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
	INCREASE				
	DECREASE (only if \$10,000 or more)				
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Dept 492					
202-492-801-075	MCNAMARA (S23-32) -PROJECT EXPENSE	192,685	192,685	192,685	
	Totals for dept 492 -	192,685	192,685	192,685	
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Dept 493					
202-493-801-075	PINE CREEK -ADMINISTRATIVE FEES	570	2,000	2,000	
	Totals for dept 493 -	570	2,000	2,000	
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Dept 494					
202-494-801-075	STILLRIVER (S23-32) -PROJECT EXPENSE	121,548	127,000	127,000	
	Totals for dept 494 -	121,548	127,000	127,000	
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Dept 496					
202-496-801-075	CRYSTAL VALLEY (S24-33) - PROJECT EXP	234,080	369,000	369,000	
	Totals for dept 496 -	234,080	369,000	369,000	
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Dept 570 - LAKE IMPROVEMENTS					
202-570-801-075	LK CHEMUNG (W23-27) -PROJECT EXPENSE	39,724	55,000	55,000	
	Totals for dept 570 - LAKE IMPROVEMENTS	39,724	55,000	55,000	
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Dept 571					
202-571-801-075	PARDEE LK (W21-25) -PROJECT EXPENSE	21,341	30,000	30,000	
	Totals for dept 571 -	21,341	30,000	30,000	
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Dept 572					
202-572-801-075	GRAND BEACH (W21-25) -PROJECT EXPENSE	12,849	11,000	12,849	additional project expenses.
	Totals for dept 572 -	12,849	11,000	12,849	
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Dept 573					
202-573-801-075	E/W CROOKED LK (S23-27) -PROJECT EXPENSE	17,336	15,000	17,336	additional project expenses.
	Totals for dept 573 -	17,336	15,000	17,336	
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Dept 575					
202-575-801-075	BAETCKE LK (S23-27) -PROJECT EXPENSE	7,000	7,000	7,000	
	Totals for dept 575 -	7,000	7,000	7,000	
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Dept 852 - TRANSFER TO OTHER FUNDS					
202-852-995-101	SAD INTEREST TRANSFER OUT TO 101	0	7,263	7,263	
	Totals for dept 852 - TRANSFER TO OTHER FUNDS	0	7,263	7,263	
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Dept 906					
202-906-956-000	MISC EXPENSE	914	600	914	Increase due to an order for checks
	Totals for dept 906 -	914	600	914	
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TOTAL APPROPRIATIONS		669,979	837,356	845,355	
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NET OF REVENUES/APPROPRIATIONS - FUND 202		(547,554)	(476,381)	(531,160)	
BEGINNING FUND BALANCE		2,792,450	2,792,450	2,792,450	
ENDING FUND BALANCE		2,244,896	2,316,069	2,261,290	

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
Fund 208 - PARK/RECREATION FUND					
ESTIMATED REVENUES					
Dept 000 - REVENUE					
208-000-434-001	FARM LEASE REVENUE	0	0	0	
208-000-665-001	INTEREST	37,572	6,000	37,572	Increased interest rates are generating more revenue
208-000-699-101	TRANSFER IN FROM GF #101 OPERATING	850,000	850,000	850,000	
208-000-699-249	DNR ACQUISITION /MATCH	139,261	138,000	138,000	
Totals for dept 000 - REVENUE		1,026,833	994,000	1,025,572	
TOTAL ESTIMATED REVENUES		1,026,833	994,000	1,025,572	
APPROPRIATIONS					
Dept 223 - AUDIT					
208-223-801-000	AUDIT	300	500	500	
Totals for dept 223 - AUDIT		300	500	500	
Dept 536					
208-536-972-100	LAND FOR RECREATION	1,055,108	1,055,018	1,055,018	purchase of Herbst Home plus 90 acres
Totals for dept 536 -		1,055,108	1,055,018	1,055,018	
Dept 751 - PARKS & RECREATION					
208-751-934-001	SENIOR SURVIVOR PARK PROJECT	814,000	814,000	814,000	
208-751-934-006	PARK MASTER PLAN	8,028	30,000	10,000	Reduce due to unused funds
208-751-934-007	HAPRA	121,125	120,000	121,125	Contract increase effective 1/1/24 for an additional \$1,125 each quarter
208-751-934-010	B-BALL BENCHES PICNIC TABLE CHARGERS	6,790	19,200	6,790	Reduce due to unused funds
208-751-934-011	BOARDWALK/RAILING IMPROVEMENTS	11,611	15,000	15,000	
208-751-934-012	GRAND RIVER SIDEWALK INFILL	0	31,000	0	Removed and postponed to a future date to allow the Township to focus on parking and other improvements
208-751-934-013	SECURITY UPGRADES	0	50,000	0	Security updates not completed in 23/24FY, moving project to 24/25FY
208-751-934-015	REPAIR/REPLACE RUBBER- POUR IN PLACE	118,061	132,000	118,800	Reduced due to retaining 10% contingency for next year.
208-751-934-016	TWP PAVILION RESTROOM EXPANSION/ADDITION	0	0	0	
208-751-934-017	NORTH SOCCER FIELD DRAINAGE REPAIR	0	0	0	
208-751-934-018	PARKING EXPANSION/PICKLEBALL	0	0	0	
208-751-934-019	WAYFINDING SIGNAGE	0	0	0	
208-751-934-060	PATH / PARK MAINTENANCE	135,911	130,000	142,000	Increase due to extra expenses to clean up new park land
208-751-934-061	EQUIPMENT REPLACEMENT	0	0	0	
Totals for dept 751 - PARKS & RECREATION		1,215,526	1,341,200	1,227,715	
Dept 906					
208-906-956-000	MISC EXPENSE	1,075	600	1,075	Additional due to pet waste bags and trash can top
Totals for dept 906 -		1,075	600	1,075	
TOTAL APPROPRIATIONS		2,272,009	2,397,318	2,284,308	
NET OF REVENUES/APPROPRIATIONS - FUND 208		(1,245,176)	(1,403,318)	(1,258,736)	
BEGINNING FUND BALANCE		2,059,735	2,059,735	2,059,735	
ENDING FUND BALANCE		814,559	656,417	800,999	

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
Fund 212 - LIQUOR LAW ENFORCEMENT					
ESTIMATED REVENUES					
Dept 000 - REVENUE					
212-000-574-001	STATE SHARED REV LIQUOR LAW	16,872	16,700	16,700	
212-000-665-001	INTEREST	56	10	56	Increase earned interest
Totals for dept 000 - REVENUE		16,928	16,710	16,756	
TOTAL ESTIMATED REVENUES		16,928	16,710	16,756	
APPROPRIATIONS					
Dept 330 - LIQUOR LAW ENFORCEMENT					
212-330-702-013	LIQUOR LAW ENF WAGES	7,002	9,336	9,336	
212-330-709-009	EMPLOYER'S SHARE FICA	543	724	724	
212-330-715-002	RETIREMENT	701	933	933	
212-330-801-070	AUDITING EXPENSE	400	500	500	
212-330-803-070	LIQUOR LAW ADM FEE/GENOA TWP.	2,704	3,605	3,605	
212-330-860-070	VEHICLE EXPENSE	206	1,545	1,545	
Totals for dept 330 - LIQUOR LAW ENFORCEMENT		11,556	16,643	16,643	
TOTAL APPROPRIATIONS		11,556	16,643	16,643	
NET OF REVENUES/APPROPRIATIONS - FUND 212		5,372	67	113	
BEGINNING FUND BALANCE		3,836	3,836	3,836	
ENDING FUND BALANCE		9,208	3,903	3,903	

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
Fund 249 - BUILDING AND GROUNDS FUND					
ESTIMATED REVENUES					
Dept 000 - REVENUE					
249-000-665-001	INTEREST	1,390	90	1,390	Increased interest rates are generating more revenue
249-000-699-000	OPERATING TRANSFER IN #101	0	300,000	300,000	
Totals for dept 000 - REVENUE		1,390	300,090	301,390	
TOTAL ESTIMATED REVENUES		1,390	300,090	301,390	
APPROPRIATIONS					
Dept 265 - BUILDING & GROUNDS					
249-265-801-000	AUDIT	0	250	250	
249-265-955-000	MISCELLANEOUS EXP	364	0	500	ordered checks
249-265-981-001	TWP HALL CONCRETE REPLACEMENT	0	0	0	
249-265-981-002	TWP HALL DR/PARKING LIGHT REPLACEMENT	3,945	10,000	10,000	
249-265-981-003	DORR ROAD LED SIGN	0	0	0	
249-265-981-004	TWP HALL HVAC REPLACEMENT	0	0	0	
249-265-981-005	TWP HALL WINDOW REPLACEMENT	0	0	0	
249-265-981-006	TOWNSHIP INTERIOR LIGHTING	0	0	0	
249-265-981-007	ASPHALT REPLACE, REPAIRS & RESEALING	1,425	10,000	10,000	
249-265-981-008	SECURITY UPGRADES	3,465	100,000	5,000	Project is in design, full budget not realized.
249-265-981-009	MISTER REPLACEMENT	0	15,000	0	Mister Replacement was charged to Parks & Rec
249-265-981-012	TWP BOARD ROOM UPGRADES	0	0	0	
249-265-981-013	TWP HALL CUBICLE/CARPET DESIGN	0	0	0	
249-265-981-014	HERBST HOME OFFICE RENOVATION	0	0	0	
249-265-981-015	WAYFINDING SIGNS	0	0	0	
Totals for dept 265 - BUILDING & GROUNDS		9,199	135,250	25,750	
TOTAL APPROPRIATIONS		9,199	135,250	25,750	
NET OF REVENUES/APPROPRIATIONS - FUND 249		(7,809)	164,840	275,640	
BEGINNING FUND BALANCE		188,436	188,436	188,436	
ENDING FUND BALANCE		180,627	353,276	464,076	



BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
Fund 401 - ROAD IMPROVEMENT FUND					
ESTIMATED REVENUES					
Dept 000 - REVENUE					
401-000-665-001	INTEREST	21,300	6,000	22,000	Increased interest rates are generating more revenue
401-000-699-000	OPERATING TRANSFER IN	640,000	640,000	640,000	
Totals for dept 000 - REVENUE		661,300	646,000	662,000	
TOTAL ESTIMATED REVENUES		661,300	646,000	662,000	
APPROPRIATIONS					
Dept 223 - AUDIT					
401-223-801-000	AUDIT	400	500	500	
Totals for dept 223 - AUDIT		400	500	500	
Dept 446 - ROAD PROJECTS					
401-446-804-000	DUST CONTROL/CHLORIDE	89,204	90,000	90,000	
401-446-812-001	CHILSON RD - HAMBURG TO BRIGHTON	299,409	320,000	300,000	Project came in under budget
401-446-812-002	KELLOGG - LIMESTONE G.C. TO MCCLEMENS	0	0	0	
401-446-812-003	KELLOGG - GRAVEL G.R. TO MCCLEMENS	0	0	0	
401-446-812-004	EULER GRAVEL	0	0	0	
401-446-812-005	MCCLEMENS LIMESTONE	0	0	0	
401-446-812-006	CHALLIS/BAUER ROUNDABOUT	0	0	0	
401-446-812-007	CHILSON ROAD-BECK TO GRAND RIVER	0	0	0	
Totals for dept 446 - ROAD PROJECTS		388,613	410,000	390,000	
Dept 906					
401-906-956-000	MISC EXPENSE	550	600	600	
Totals for dept 906 -		550	600	600	
TOTAL APPROPRIATIONS		389,563	411,100	391,100	
NET OF REVENUES/APPROPRIATIONS - FUND 401		271,737	234,900	270,900	
BEGINNING FUND BALANCE		722,024	722,024	722,024	
ENDING FUND BALANCE		993,761	956,924	992,924	

BUDGET REPORT FOR GENOA TOWNSHIP Calculations as of 3/11/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDMENT	MORTENSEN BUDGET NOTES COLUMN
Fund 464 - GENOA TOWNSHIP ARPA					
ESTIMATED REVENUES					
Dept 000 - REVENUE					
464-000-665-001	INTEREST	32,085	8,250	33,000	Increased interest rates are generating more revenue
Totals for dept 000 - REVENUE		32,085	8,250	33,000	
TOTAL ESTIMATED REVENUES		32,085	8,250	33,000	
APPROPRIATIONS					
Dept 261 - GENERAL GOVERNMENT					
464-261-803-001	LAKE EDGEWOOD CONSOLIDATION	631,621	631,621	631,621	
Totals for dept 261 - GENERAL GOVERNMENT		631,621	631,621	631,621	
Dept 262 - ELECTIONS					
464-262-803-000	ELECTION MACHINE	36,495	36,495	36,495	
Totals for dept 262 - ELECTIONS		36,495	36,495	36,495	
Dept 521 - REFUSE COLLECTION					
464-521-802-000	ADDITIONAL RECYCLING EXPENSES	0	0	0	
Totals for dept 521 - REFUSE COLLECTION		0	0	0	
Dept 900 - CAPITAL OUTLAY FUNCTION					
464-900-977-001	BROADBAND	0	0	0	
Totals for dept 900 - CAPITAL OUTLAY FUNCTION		0	0	0	
Dept 906					
464-906-956-000	MISC EXPENSE	550	300	600	service fee did not start until 2023
Totals for dept 906 -		550	300	600	
Dept 965 - TRANSFERS OUT & OTHER FINANCING USES					
464-965-995-101	TRANSFER OUT - FUND #101 - GENERAL FUND	0	0	0	
Totals for dept 965 - TRANSFERS OUT & OTHER FINANCING USES		0	0	0	
TOTAL APPROPRIATIONS		668,666	668,416	668,716	
NET OF REVENUES/APPROPRIATIONS - FUND 464		(636,581)	(660,166)	(635,716)	
BEGINNING FUND BALANCE		18,979	18,979	18,979	
ENDING FUND BALANCE		(617,602)	(641,187)	(616,737)	



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

## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** March 13, 2024  
**RE:** Chilson Road Rehabilitation Project Agreement – Beck to Grand River

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Please find attached the Project Agreement from the Livingston County Road Commission for this year's Pavement Preservation Project involving Chilson Road. This will be the final segment of a multi-year effort to complete the rehabilitation of the roadway from Grand River to Hamburg Township. This final portion will include milling and repaving the existing 1.6 miles of asphalt from Beck Road north to Grand River Avenue. A description of the project is included in the attached letter from the Livingston County Road Commission. The overall project cost is \$1,200,000 which will be shared 50/50 with the Road Commission under the 2024 Pavement Preservation Program (PPP). This project is included in the Road Improvement Fund budget and the following motion is provided for your consideration:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to approve a \$1,200,000 project agreement with the Livingston County Road Commission to reconstruct approximately 1.6 miles of Chilson Road from Beck Road to Grand River Avenue through the Pavement Preservation Program (PPP) with the Township's cost not to exceed \$600,000 from Road Improvement Fund #401-446-812-007.

Sincerely,

Kelly VanMarter

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

**MANAGER**

Kelly VanMarter

## Livingston County Road Commission

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

November 13, 2023

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

Re: Chilson Road – Beck Road to Grand River Avenue Road Rehabilitation

Dear Ms. VanMarter,

The following is a road rehabilitation estimate for Chilson Road, per your request:

The existing road surface is in poor condition but appears to be stable. The proposed project would include milling the existing 1.60 miles of asphalt roadway to an approximate depth of 2.5 inches and paving back 4.0 inches of new Hot Mix Asphalt (HMA) in two lifts, including a potential third wedge layer as needed. The proposed pavement would be paved wider to include 22ft wide travel way (2 - 11ft lanes) with 3ft paved shoulders on each side of the road, consistent with recent improvements to Chilson Road to the south. The project would also include grade improvements near the CSX Railroad crossing, some minor associated drainage improvements, and aggregate shoulders as necessary. The estimate for this work is **\$1,200,000**.

The above estimate is based on visual inspection. Staff recommends pavement cores be performed in order to determine the existing conditions and determine the proposed section. The above prices are based on estimated contract prices for our 2024 Pavement Preservation Program (PPP) and are subject to change.

If you have any questions or concerns, please contact me.

Sincerely,



Garrett Olson, P.E.  
Construction Engineer

# PROJECT AGREEMENT

JOB NUMBER: 459.0083AW

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the TOWNSHIP of GENOA, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**CHILSON ROAD  
BECK ROAD TO GRAND RIVER AVENUE  
APPROXIMATELY 1.60 MILES  
2.5" MILL 4.0" HMA WITH 3' PAVED SHOULDERS  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 50% of the cost of the project, as follows: \$1,200,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.



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

**TOWNSHIP OF GENOA**

**BY:** \_\_\_\_\_  
**KELLY VANMARTER, MANAGER**

\_\_\_\_\_  
**POLLY SKOLARUS, CLERK**

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

**BY:** \_\_\_\_\_  
**STEVEN J. WASYLK, MANAGING DIRECTOR**

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**



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

## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** March 13, 2024  
**RE:** WOW! Cable Franchise Agreement

---

Please find attached Uniform Video Service Local Franchise Agreement from WOW! internet, TV, and phone. The Township has retained Mike Watza of the Kitch Firm as special counsel for Cable/Video, Metro Act and general telecommunications law issues. Mr. Watza has reviewed the agreement and recommended that we incorporate the revisions shown in red text on the attached. I support the revisions recommended by Mr. Watza and present the Agreement for your consideration as follows:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to approve the Uniform Video Service Local Franchise Agreement with WideOpenWest Mid Michigan, LLC (WOW! Internet, TV & Phone) subject to inclusion of the revisions recommended by Township staff and counsel.

Sincerely,

Kelly VanMarter

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

**MANAGER**

Kelly VanMarter



380 Wright Industrial Parkway  
Pottersville, Michigan 48876

February 2, 2023

Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

Dear Ms. Skolarus

In the coming months, WOW! will be expanding its network to include Genoa Township. WOW! is excited to be able to offer its internet, video and telephone services to the residents of the Township once our construction and installation work has been completed. As dictated by the Michigan Public Service Commission, WOW! intends to enter into a Uniform Video Service Local Franchise Agreement with the Township to establish the terms for WOW!'s operations here. As you may be aware, this is a uniform template developed by the Commission intended to be used by all providers in all jurisdictions in the state. Please find enclosed two duplicate original agreements, including the instruction pages provided by the Commission which precede the actual agreement.

Please note that Section VI. A. ii. requires you to input the franchise fee percentage to be billed and collected from customers in the Township by WOW! and remitted to the Township quarterly. The same applies for PEG fees in Section VIII. A. 3. According to the Commission's rules, these must be the same percentages that other providers currently operating in your jurisdiction are paying.

Page 9 of the Agreement and page 2 of Attachment 1 are signature pages. On page 9, *Date submitted* is the date you received the Agreement from WOW! and *Date completed* and *approved* is the date of the Board's action.

Please keep one copy of the Franchise agreements as the Township's original. Then send one of the completed Agreements to my attention in the enclosed envelope as soon as it's complete. Please let me know if I can be of assistance.

Regards,

  
Michael Healy

[Michael.healy@wowinc.com](mailto:Michael.healy@wowinc.com)

224/339-2512 (mobile)

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
  1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
Attn: Video Franchising  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.



# UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (“Agreement”) is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the “Act”) by and between the Township of Genoa, a Michigan municipal corporation (the “Franchising Entity”), and WideOpenWest Mid Michigan, LLC, a Delaware corporation doing business as WOW! Internet, TV & Phone.

## I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. “Cable Operator” means that terms as defined in 47 USC 522(5).
- B. “Cable Service” means that terms as defined in 47 USC 522(6).
- C. “Cable System” means that term as defined in 47 USC 522(7).
- D. “Commission” means the Michigan Public Service Commission.
- E. “Franchising Entity” means the local unit of government in which a provider offers video services through a franchise.
- F. “FCC” means the Federal Communications Commission.
- G. “Gross Revenue” means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. “Household” means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. “Incumbent video provider” means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider’s existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. “IPTV” means internet protocol television.
- K. “Local unit of government” means a city, village, or township.
- L. “Low-income household” means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. “METRO Act” means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. “Open video system” or “OVS” means that term as defined in 47 USC 573.
- O. “Person” means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. “Public rights-of-way” means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. “Term” means the period of time provided for in Section V of this Agreement.
- R. “Uniform video service local franchise agreement” or “franchise agreement” means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. “Video programming” means that term as defined in 47 USC 522(20).
- T. “Video service” means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. “Video service provider” or “Provider” means a person authorized under the Act to provide video service.
- V. “Video service provider fee” means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.
- W. **Video Service includes Provider-generated Streaming Video**

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity. **Including full restoration of all impacted/damaged facilities and road surfaces above and below the ROW.**
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees Applicable to all Video Service including Provider-generated Streaming Video Service

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.



- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the



particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

#### **VIII. PEG Fees** Applicable to all Video Service including Provider-generated Streaming Video Service

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 2) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### **IX. Audits**

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**Township of Genoa:**

2911 Dorr Road

Brighton, MI 48116

Attn: Polly Skolarus

Fax No.:

WideOpenWest Mid Michigan, LLC

380 Wright Industrial Parkway

Pottersville, MI 48876

Attn: Michael Healy

Fax No.: 517-543-8057

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

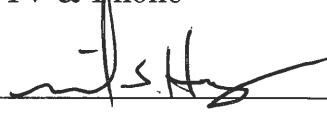
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**
- F. **The Township reserves the right to amend this agreement as necessitated by changes in applicable law and further negotiated agreement with the Provider.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**Township of Genoa, a Michigan Municipal Corporation**

**WideOpenWest Mid Michigan, LLC, a Delaware corporation doing business as WOW! Internet, TV & Phone**

By \_\_\_\_\_  
 Polly Skolarus  
 Print Name  
 Clerk  
 Title  
 2911 Dorr Road  
 Address  
 Brighton, MI 48116  
 City, State, Zip  
 810-227-5225  
 Phone  
 \_\_\_\_\_  
 Fax  
 polly@genoa.org  
 Email

\_\_\_\_\_   
 By  
 Michael Healy  
 Print Name  
 Director, Government Relations  
 Title  
 380 Wright Industrial Parkway  
 Address  
 Pottersville, MI 48876  
 City, State, Zip  
 224-339-2512  
 Phone  
 517-543-8057  
 Fax  
 michael.healy@wowinc.com  
 Email

**FRANCHISE AGREEMENT** (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

**ATTACHMENT 1**

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
(Pursuant To 2006 Public Act 480)**

(Form must be typed)

Date: February 2, 2024		
Applicant's Name: WideOpenWest Mid Michigan, LLC		
Address 1: 380 Wright Industrial Parkway		
Address 2: PO Box 360		Phone: 224-339-2512
City: Potterville	State: MI	Zip: 48876
Federal I.D. No. (FEIN): 04-3561701		

**Company executive officers:**

Name(s): Teresa Elder
Title(s): President and CEO

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Michael Healy		
Title: Director, Government Relations		
Address: 380 Wright Industrial Parkway, Potterville, MI 48876		
Phone: 224-339-2512	Fax: 517-543-8057	Email: michael.healy@wowinc.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

Area system prints attached hereto.
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[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

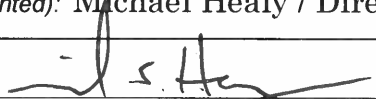
**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date: December 1, 2024

**For All Applications:**

**Verification  
(Provider)**

I, Michael Healy, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

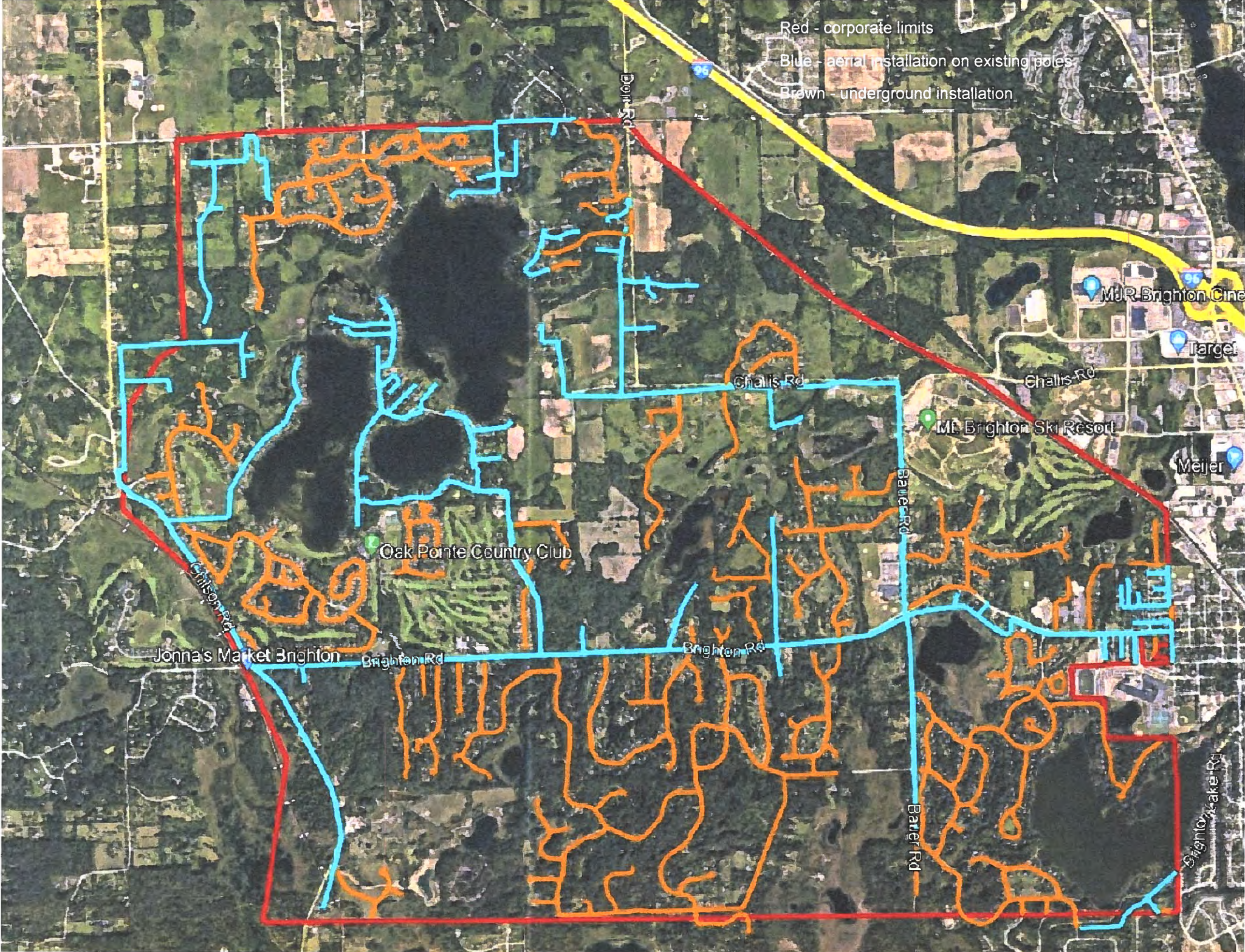
Name and Title (printed): Michael Healy / Director, Government Relations	
Signature: 	Date: 2/2/24

(Franchising Entity)

**Township of Genoa, a Michigan municipal corporation**

By  
Polly Skolarus  
Print Name  
Clerk  
Title  
2911 Dorr Road  
Address  
Brighton, MI 48116  
City, State, Zip  
810-227-5225  
Phone  
  
Fax  
polly@genoa.org  
Email  
  
Date





Red - corporate limits  
Blue - aerial installation on existing poles  
Brown - underground installation