

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
AUGUST 2, 2010
6:30 p.m.**

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public:

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 7-19-10

Approval of Regular Agenda:

3. Request for approval of a resolution to authorize the Clerk and Supervisor to sign closing documents for the purchase of 2980 Dorr Road by the United Way.
4. Discussion regarding corporate sponsors for the Genoa Charter Township Hall Park.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE : August 2, 2010

| | |
|--|---------------------|
| TOWNSHIP GENERAL EXPENSES: Thru August 2, 2010 | \$51,276.09 |
| July 23, 2010 Bi-Weekly Payroll | \$38,806.69 |
| August 2, 2010 Monthly Payroll | \$9,764.45 |
| OPERATING EXPENSES: Thru August 2, 2010 | \$270,430.37 |
| TOTAL: | <u>\$370,277.60</u> |

| <u>Check Number</u> | <u>Vendor No</u> | <u>Vendor Name</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|------------------|--------------------------------|-------------------|---------------------|
| 26348 | HOWARD C | Cinthia Howard | 07/15/2010 | 662.50 |
| 26349 | LYON M | Mike Lyon | 07/15/2010 | 120.00 |
| 26350 | SITNERG | Gary Sitner | 07/15/2010 | 132.11 |
| 26351 | Administ | Total Administrative Services | 07/23/2010 | 596.12 |
| 26352 | Equitabl | Equivest Unit Annuity Lock Box | 07/23/2010 | 480.00 |
| 26353 | SOM-TRE | State Of Mich- Dept Of Treasur | 07/23/2010 | 3,533.56 |
| 26354 | Panera B | Panera Bread | 07/21/2010 | 87.90 |
| 26355 | AMER IMA | American Imaging, Inc. | 07/22/2010 | 83.21 |
| 26356 | AT&TLONG | AT&T Long Distance | 07/22/2010 | 64.50 |
| 26357 | ATT& IL | AT&T | 07/22/2010 | 604.46 |
| 26358 | CARDM | Chase Card Services | 07/22/2010 | 7,587.61 |
| 26359 | COMCAST | COMCAST | 07/22/2010 | 94.05 |
| 26360 | CONSUMER | Consumers Energy | 07/22/2010 | 48.20 |
| 26361 | DTE EN | DTE Energy | 07/22/2010 | 193.27 |
| 26362 | DYKEMA | Dykema Gossett PLLC | 07/22/2010 | 573.41 |
| 26363 | EHIM | EHIM, INC | 07/22/2010 | 3,179.34 |
| 26364 | FED EXPR | Federal Express Corp | 07/22/2010 | 34.27 |
| 26365 | FONSON | Fonson, Inc. | 07/22/2010 | 363.00 |
| 26366 | GENOADPW | Genoa Township DPW Fund | 07/22/2010 | 6,647.00 |
| 26367 | J.J.JINK | J.J. Jinkleheimer & Co. | 07/22/2010 | 87.40 |
| 26369 | Lincoln | Lincoln National Life Ins Co. | 07/22/2010 | 1,194.13 |
| 26370 | Mancuso | Mancuso & Cameron | 07/22/2010 | 4,965.50 |
| 26371 | MASTER M | Master Media Supply | 07/22/2010 | 37.62 |
| 26372 | mhog | MHOG Utilities | 07/22/2010 | 97.71 |
| 26373 | MI CHLOR | Michigan Chloride Sales LLC | 07/22/2010 | 10,196.69 |
| 26374 | Net serv | Network Services Group, L.L.C. | 07/22/2010 | 810.00 |
| 26375 | PRINTING | PRINTING SYSTEMS | 07/22/2010 | 578.42 |
| 26376 | SHELL | Shell | 07/22/2010 | 557.95 |
| 26377 | US POSTA | US Postal Service | 07/22/2010 | 185.00 |
| 26378 | VERIZONW | Verizon Wireless | 07/22/2010 | 490.30 |
| 26379 | WALMART | Walmart Community | 07/22/2010 | 107.91 |
| 26380 | Administ | Total Administrative Services | 08/02/2010 | 125.00 |
| 26381 | Equitabl | Equivest Unit Annuity Lock Box | 08/02/2010 | 20.00 |
| 26382 | ESTRADA | Dave Estrada | 07/27/2010 | 4,352.24 |
| 26383 | PETTYCAS | Petty Cash | 07/27/2010 | 174.85 |
| 26384 | Zerby | Kenneth Zerby | 07/27/2010 | 430.00 |
| 26385 | AMER IMA | American Imaging, Inc. | 08/02/2010 | 212.75 |
| 26386 | Americ G | American General Life Insuranc | 08/02/2010 | 296.50 |
| 26387 | CONTINEN | Continental Linen Service | 08/02/2010 | 75.21 |
| 26388 | TRI COUN | Tri County Cleaning Supply Inc | 08/02/2010 | 96.54 |
| 26389 | ARCHINAL | Michael Archinal | 08/02/2010 | 500.00 |
| 26390 | HUMPHT | Tesha Humphriss | 08/02/2010 | 500.00 |
| 26391 | HUNTR | ROBIN HUNT | 08/02/2010 | 41.36 |
| 26392 | SKOLAR P | Paulette Skolarus | 08/02/2010 | 58.50 |

Report Total: 51,276.09

Accounts Payable
Computer Check Register



User: angie
Printed: 07/19/2010 - 10:22
Bank Account: 101CH

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|--------------------|-----------|--------------------------------|------------|------------|--|
| 26351 | Administ | Total Administrative Services | 07/23/2010 | | 596.12 |
| Check 26351 Total: | | | | | 596.12 |
| 9938 | AETNA LI | Aetna Life Insurance & Annuity | 07/23/2010 | | 25.00 |
| Check 9938 Total: | | | | | 25.00 |
| 9939 | EFT-FED | EFT- Federal Payroll Tax | 07/23/2010 | | 3,802.73 2,076.36 2,076.36 485.61 485.61 |
| Check 9939 Total: | | | | | 8,926.67 |
| 9940 | EFT-PENS | EFT- Payroll Pens Ln Pyts | 07/23/2010 | | 248.88 |
| Check 9940 Total: | | | | | 248.88 |
| 26352 | Equitabl | Equivest Unit Annuity Lock Box | 07/23/2010 | | 480.00 |
| Check 26352 Total: | | | | | 480.00 |
| 9941 | FIRST NA | First National Bank | 07/23/2010 | | 300.00 2,667.18 22,029.28 |

Check 9941 Total: 24,996.46

26353 SOM-TRE State Of Mich- Dept Of Treasur 07/23/2010 07/23/2010 3,533.56

Check 26353 Total: 3,533.56

Report Total: 38,806.69

**First National
Direct Deposit
JULY 23, 2010
Bi-Weekly Payroll**

| <u>Employee Name</u> | <u>Debit Amount</u> | <u>Credit Amount</u> |
|-----------------------------|----------------------------|-----------------------------|
| Adam Van Tassell | | \$1,059.22 |
| Amy Ruthig | | \$923.87 |
| Angela Williams | | \$578.30 |
| Carol Hanus | | \$1,349.42 |
| Dave Estrada | | \$1,054.43 |
| Debbie Hagen | | \$300.12 |
| Deborah Rojewski | | \$2,354.04 |
| Diane Zerby | | \$238.99 |
| Genoa Township | \$24,996.46 | |
| Greg Tatara | | \$2,437.10 |
| Judith Smith | | \$1,155.68 |
| Karen J. Saari | | \$946.39 |
| Kelly VanMarter | | \$2,073.81 |
| Laura Mrocicka | | \$1,635.37 |
| Michael Archinal | | \$2,745.73 |
| Renee Gray | | \$1,094.23 |
| Robin Hunt | | \$1,245.04 |
| Susan Sitner | | \$863.84 |
| Tammy Lindberg | | \$958.83 |
| Tasha Humphriss | | \$1,982.05 |
| Total Deposit | | \$24,996.46 |

Accounts Payable
Computer Check Register



User: diane

Printed: 07/23/2010 - 11:45

Bank Account: 101CH

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|--------------------|-----------|--------------------------------|------------|------------|--|
| 26380 | Administ | Total Administrative Services | 08/02/2010 | | 125.00 |
| Check 26380 Total: | | | | | 125.00 |
| 9942 | EFT-FED | EFT- Federal Payroll Tax | 08/02/2010 | | 1,655.34 593.03 593.03 138.70 138.70 |
| Check 9942 Total: | | | | | 3,118.80 |
| 9943 | EFT-PENS | EFT- Payroll Pens Ln Pyts | 08/02/2010 | | 384.79 |
| Check 9943 Total: | | | | | 384.79 |
| 26381 | Equitabl | Equivest Unit Annuity Lock Box | 08/02/2010 | | 20.00 |
| Check 26381 Total: | | | | | 20.00 |
| 9944 | FIRST NA | First National Bank | 08/02/2010 | | 6,065.86 50.00 |
| Check 9944 Total: | | | | | 6,115.86 |
| Report Total: | | | | | 9,764.45 |

**First National
Direct Deposit
AUGUST 2, 2010
Monthly Payroll**

| <u>Employee Name</u> | <u>Debit Amount</u> | <u>Credit Amount</u> |
|-----------------------------|----------------------------|---------------------------------|
| Genoa Township | \$6,115.86 | |
| Adam Van Tassel | | \$522.73 |
| Gary McCririe | | \$2,178.11 |
| H.J. Mortensen | | \$166.23 |
| Jean Ledford | | \$309.85 |
| Paulette Skolarus | | \$2,938.94 |
| Steve Wildman | | \$0.00 |
| Todd Smith | | \$0.00 |
| Total Deposit | | <u><u>\$6,115.86</u></u> |

11:22 AM
07/27/10

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
July 14 - 27, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|--|---|-------------------|
| Check | 07/22/2010 | 1831 | AT & T | July 7 - Aug 12, 2010 | -514.93 |
| Check | 07/22/2010 | 1832 | BRIGHTON ANALYTICAL | Inv #'s 0710-68353, 68354, 68438, 68450 | -268.00 |
| Check | 07/22/2010 | 1833 | COOPERS TURF MANAGEMENT, LLC | Inv 8373 | -595.00 |
| Check | 07/22/2010 | 1834 | GEO TRANS, INC | Inv 50367402 | -9,057.00 |
| Check | 07/22/2010 | 1835 | GENOA TWP UTILITY FUND | Inv 027 & 028 | -4,280.00 |
| Check | 07/22/2010 | 1836 | M & K Jetting and Televising | Inv #'s 10243, 10247 & 10251 | -6,525.00 |
| Check | 07/22/2010 | 1837 | TETRA TECH, INC. | Inv 50370094 & 50370078 | -334.87 |
| Check | 07/22/2010 | 1838 | SEVERN TRENT ENVIRONMENTAL SERVICES, I | Inv #'s 2048006 & 2048008 | -33,818.36 |
| Check | 07/22/2010 | 1839 | USA Bluebook | Inv 188970 | -119.87 |
| TOTAL | | | | | -55,513.03 |

11:23 AM
07/27/10

#592 OAK POINTE WATER/SEWER FUND
Capital Improvement
Payment of Bills
July 14 - 27, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|-------------|-------------|------------|-------------|-------------|---------------|
|-------------|-------------|------------|-------------|-------------|---------------|

no checks issued

11:35 AM
07/27/10

#595 PINE CREEK W/S FUND
Payment of Bills
July 14 - 27, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|-------------|-------------|------------|-------------|-------------|---------------|
|-------------|-------------|------------|-------------|-------------|---------------|

no checks issued

11:34 AM
07/27/10

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
July 14 - 27, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|-------------|-------------|------------|-------------|-------------|---------------|
|-------------|-------------|------------|-------------|-------------|---------------|

no checks issued

11:38 AM
07/27/10

#504 DPW RESERVE FUND
Payment of Bills
July 14 - 27, 2010

Type Date Num Name Memo Amount

no checks issued

11:37 AM
07/27/10

#503 DPW UTILITY FUND
Payment of Bills
July 14 - 27, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|-------------|-------------|------------|--------------------------------------|---|--------------------|
| Check | 07/15/2010 | 1487 | U.S. POSTMASTER | MHOG Quarterly Billing April-June 2010 | -1,324.71 |
| Check | 07/22/2010 | 1488 | Genoa Township | Deposit to GF - per K. Paika audit of 3/31/10 | -200,000.00 |
| Check | 07/22/2010 | 1489 | Carol Hanus | Toil free # and internet service | -123.54 |
| Check | 07/22/2010 | 1490 | Livingston County Drain Commissioner | June 2010 charges for LCDC services | -224.11 |
| Check | 07/22/2010 | 1491 | LOWE'S | June 2010 statement | -1,411.15 |
| Check | 07/22/2010 | 1492 | Mancuso & Cameron | RE: Delinquent Utilites Matter | -55.50 |
| Check | 07/22/2010 | 1493 | Master Media | | -94.99 |
| Check | 07/22/2010 | 1494 | Pollardwater.com - East | Inv 1277729-IN | -991.03 |
| Check | 07/22/2010 | 1495 | USABlueBook | Inv 186962 | -127.86 |
| Check | 07/22/2010 | 1496 | Wells Fargo Financial Leasing | Lanier digital copier lease payment July 2010 | -313.02 |
| Check | 07/22/2010 | 1497 | Verizon Wireless | | -251.43 |
| Check | 07/22/2010 | 1498 | DPW RESERVE FUND #504 | Per K. Paika audit 3/31/10 | -10,000.00 |
| | | | | TOTAL | -214,917.34 |

GENOA CHARTER TOWNSHIP
Regular Meeting
July 19, 2010
6:30 p.m.

MINUTES

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

Approval of Consent Agenda:

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

- 1. Payment of Bills**
- 2. Approval of Minutes: 06/21/2010**
- 3. Consideration for approval of the 2010 Millage levy of .8146 as requested by Township Assessor Debra Rojewski.**
- 4. Consideration for approval of a proposal from Tom Rogers Asphalt for lot and walking path pavement maintenance for the Township Hall property at a cost of \$20,180.00.**

Approval of Regular Agenda:

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

5. Presentation by Derek Smith the new director of SELCRA.

Derek Smith introduced himself to the board and presented his background and plans for the future of SELCRA and their relationship with Howell Parks and Recreation. It is his plan to meet with Deb Mikula of Howell Parks and Recreation on a regular basis in an effort to pool resources and provide programs for all residents of Genoa Township.

6. Request to enter into closed session to discuss the purchase of real property for which no purchase agreement is in effect pursuant to Section 8(e) of the 1976 Open Meeting Act.

Moved by Mortensen, supported by Ledford, to move into a closed session of the board at 6:50 p.m. The motion carried by roll call vote as follows: Ayes – Ledford, Hunt, Mortensen, Skolarus and McCririe. Nays – None. Absent: Wildman and Smith.

GENOA CHARTER TOWNSHIP – Regular Meeting – July 19, 2010

The regular meeting of the Genoa Charter Township Board was re-opened at 7:00 p.m.

Moved by Skolarus, supported by Ledford, to withdraw the previous authorization for the purchase of a two acre parcel off Latson Road and to authorize the purchase of a home at 3740 Beck Road Howell, MI and to allow the supervisor to execute that agreement. The motion carried unanimously.

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



Paulette A. Skolarus
Genoa Township Clerk

(Press/Argus 07/23/2010)

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Manager 

DATE: 7/30/10

RE: Old Township Hall Closing Documents

Attached you will find a resolution drafted by Frank Mancuso authorizing the Township Supervisor and Clerk to execute closing documents for the transfer of title to the United Way. You will note that the documents include the reverter clause requested by the Board. Please also find attached a memo from me dated 4/14/09 that explains the purpose of the reverter and the PUD rezoning of the property which will occur shortly after the resolution is adopted. Please consider approval of the attached document drafted by Mr. Mancuso.

**GENOA CHARTER TOWNSHIP
RESOLUTION OF BOARD OF TRUSTEES
FOR APPROVAL OF SALE OF 2890 DORR ROAD TO
UNITED WAY OF LIVINGSTON COUNTY**

WHEREAS, on June 28, 2010 Charter Township of Genoa entered into a Lease and Option Agreement with the United Way of Livingston County (the "Agreement") for the property commonly known as 2890 Dorr Road, Brighton, MI more particularly described as:

Land in the Township of Genoa, County of Livingston, State of Michigan to wit:

Part of the Southeast ¼ of the Southeast ¼ of Section 15, Town 2 North, Range 5 East, Township of Genoa, Livingston County, Michigan, described as follows: beginning at the Southeast corner of said Section 15; running thence North 347.55 feet; thence South 71 degrees 56 minutes West 208.95 feet; thence South 57 degrees 48 minutes West 225.30 feet to the right-of-way line of the C&O Railroad; thence South 48 degrees 34 minutes East along said right-of-way line 242.40 feet to the centerline of Crooked Lake Road; thence South 89 degrees 22 minutes East 207.70 feet along said centerline to the point of beginning.
Parcel ID No. 11-15-400-003

WHEREAS, the Agreement provided that the United Way of Livingston County possessed an Option to Purchase the Property at the end of the Lease Term;

WHEREAS, Pursuant to the terms of the Agreement, the United Way of Livingston exercised its option to purchase;

WHEREAS, the Agreement contained a Right of Reversion provision that provided that if the United Way of Livingston County used the property primarily for purposes other than business offices for its fund raising activities or if the United Way of Livingston County conveyed title to the property to a third party, that Genoa Charter Township would have the right to terminate the estate and re-enter the property (the "Reversionary clause"),

WHEREAS, on April 6, 2010 at its regular board meeting, the Board of Trustees gave its approval to amend the Agreement to remove the Reversionary clause after ten (10) years,

NOW THEREFORE , be it RESOLVED, that the Amendment to Lease and Option Agreement dated June 28, 1999, attached, that modifies the Reversionary clause to expire in ten (10) years from the date of the warranty deed is approved, and

FURTHER RESOLVED, that the conveyance via Warranty Deed of 2890 Dorr Road, Brighton, MI to the Livingston County United Way is approved pursuant to the terms of the Agreement as amended by the Amendment to Lease and Option Agreement.

Roll Call:

Hunt _____
Ledford _____
McCrie _____
Mortensen _____
Skolarus _____
Smith _____
Wildman _____

Dated: _____

Paulette A. Skolarus, Clerk

AMENDMENT TO
LEASE AND OPTION

THIS AMENDMENT to LEASE AND OPTION is made this _____ day of _____, 2010 by and between TOWNSHIP OF GENOA, a body corporate, now known as GENOA CHARTER TOWNSHIP, of 2911 Dorr Road, Brighton, Michigan 48116, and the LIVINGSTON COUNTY UNITED WAY, a Michigan nonprofit corporation, of 2980 Dorr Road, Brighton, Michigan 48116.

WHEREAS, Genoa Charter Township ("Genoa") and the Livingston County United Way ("the LCUW") entered into a Lease and Option Agreement dated January 28, 1999 which established a ten year lease of the premises commonly known as 2890 Dorr Road, Brighton, Michigan, providing for the payment of the sum of \$480,000.00 to Genoa from LCUW in monthly installments commencing April 1, 1999 and continuing through March 31, 2009;

WHEREAS, Paragraph 22 of this Lease and option provided LCUW with an option to purchase the premises for One Dollar at the end of the term of the lease;

WHEREAS, Paragraph 22 of the Lease and Option Agreement further provided that the conveyance shall be subject to conditions subsequent which shall provide divestment upon the happening of certain conditions if said conditions are violated;

WHEREAS, the parties have now agreed to amend Paragraph 22 of the Lease and Option Agreement:

NOW THEREFORE, for good and valuable consideration, the parties agree as follows.

1. Paragraph 22 of the Lease and Option Agreement dated January 28, 1999 is hereby amended to read as follows:

22. OPTION TO PURCHASE AND RIGHT OF REVERSION.
Lessor hereby gives the Lessee the right and option to purchase the demised premises and all structures and improvements thereon at the end of the term of this lease for the sum of One Dollar (\$1.00). Lessor acknowledges that Lessee has given Lessor proper notice of its intent to exercise its option to purchase. The Lessor's only obligation is to deliver good and sufficient warranty deed with reversionary clauses as hereafter described. Purchaser shall pay all costs and expenses attendant to closing of the sale. The conveyance shall be subject to conditions subsequent which shall provide divestment upon the happening of either of the conditions within ten (10) years from the date of the warranty deed. The estate granted to the Lessee shall be in fee simple providing that for a period of ten (10) years from the date of the warranty deed, the Lessee shall continue to use the property primarily as business offices for fund raising for the United Way of Livingston County (or the successor organization to United Way of Livingston County that is engaged in substantially similar fund raising activities for gift giving to other non-profit

LESSEE:
LIVINGSTON COUNTY UNITED WAY

By: _____
David Rex, President

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by David Rex, President of the Livingston County United Way, a Michigan non-profit corporation, on behalf of the corporation, with authority to do so.

_____, Notary Public
_____ County, Michigan
My Commission expires: _____
Acting in Livingston County, Michigan

WARRANTY DEED

Grantor, TOWNSHIP OF GENOA, a body corporate, now known as GENOA CHARTER TOWNSHIP, whose address is 2911 Dorr Road, Brighton, MI 48116, conveys and warrants to the LIVINGSTON COUNTY UNITED WAY, a Michigan nonprofit corporation, of 2980 Dorr Road, Brighton, MI 48114, whose address 2980 Dorr Road, Brighton, MI 48114, the following described premises situated in the Township of Genoa, County of Livingston, State of Michigan to wit:

Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Town 2 North, Range 5 East, Township of Genoa, Livingston County, Michigan, described as follows: beginning at the Southeast corner of said Section 15; running thence North 347.55 feet; thence South 71 degrees 56 minutes West 208.95 feet; thence South 57 degrees 48 minutes West 225.30 feet to the right-of-way line of the C&O Railroad; thence South 48 degrees 34 minutes East along said right-of-way line 242.40 feet to the centerline of Crooked Lake Road; thence South 89 degrees 22 minutes East 207.70 feet along said centerline to the point of beginning.

Commonly known as: 2980 Dorr Road, Brighton, MI 48114

for the sum of One Dollar (\$1.00) subject to easements and building and use restrictions whether or not of record.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This deed is being given in fulfillment of and pursuant to a certain Lease and Option between Grantor and Grantee dated January 28, 1999.

The above conveyance is made upon the express condition that for a period of ten (10) years from the date of this deed the herein described premises must be used primarily as business offices for fund raising for the United Way of Livingston County (or the successor organization to the United Way of Livingston County that is engaged in substantially similar fund raising activities for gift giving to other no-profit organizations) and that during said period, Grantee shall not convey title to the herein described premises to a third party. If Grantee fails to use the herein described premises primarily as business offices for fund raising for the United Way of Livingston County (or the successor organization to the United Way of Livingston County that is engaged in substantially similar fund raising activities for gift giving to other no-profit organizations) or, during said ten (10) year period, if Grantee conveys title to the herein described premises to a third party, then and thereupon Grantor shall have the power to terminate this conveyance and the estate so created, and to re-enter the property to divest title from the grantee and re-vest title in itself.

* This transfer is exempt from taxation pursuant to MCL 207.526(a) and MCL 207.526(h)(i)

Dated: _____

Signed by: GENOA CHARTER TOWNSHIP

By: Gary McCrie, Supervisor

By: Paulette A. Skolarus, Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF LIVINGSTON)

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

_____, Notary Public

_____County, Michigan
Acting in Livingston County, MI

My Commission expires: _____

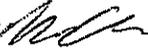
Drafted by and when Recorded Return To:
Frank J. Mancuso, Jr. (P-49470)
MANCUSO & CAMERON, PC
317 W. Main Street
Brighton, MI 48116
(810) 229-6167

Send Subsequent Tax Bills To:
Grantee

| Tax Parcel # | Recording Fee | Transfer Tax |
|----------------------|----------------|--------------|
| <u>11-15-400-003</u> | <u>\$18.00</u> | <u>0.00*</u> |

MEMORANDUM

TO: ✓ Athena Bacalis, United Way Counsel
Rick Heikkinen, Township Attorney

FROM: Mike Archinal, Township Manager 

CC: Township Board
Adam VanTassell, Code Enforcement Officer
Amy Ruthig, Planning Assistant

DATE: 4/14/09

RE: Old Township Hall/United Way Lease

At the meeting of 4/6/09 the Township Board agreed to waive the reversionary clause and rezone the property to PUD. One unforeseen item was the inclusion of an additional ten year period before the reversionary clause will be extinguished. As promised we have drafted a PUD agreement. The intent of this draft is to vest the United Way's current use, provide for their future use and preserve a right for the Township to run utilities or lay sidewalk across the property.

I am hoping the two of you can meet to formulate the best path for achieving these goals given the Board's action. The PUD seems somewhat unwieldy. Perhaps contract zoning would be more appropriate. I will defer to your expertise. Please let me know how you wish to proceed and I will schedule the matter for the Planning Commission and Township Board as appropriate.

Attached you will find the 4/6/09 Board Packet information and minutes from that meeting. Please let me know if I can be of further assistance.

Enc.

Board of Trustees Meeting on April 6, 2009

1. Payment of Bills
2. Request to approve minutes: 3-16-09 as amended.
3. Request for approval of a special use application and sketch plan for an existing contractors yard with outdoor storage located at 1150 Victory Drive, Howell, Sec. 5, petitioned by TJ Mark LLC on behalf of ISCO.
4. Request for an award of lawn mowing contracts for Lake Edgewood Wastewater Plant, Oak Pointe Wastewater Plant and Genoa Township Hall to Cooper's Turf Management.
5. Request for approval of a quit claim deed conveying property from Genoa Charter Township to the Livingston County Road Commission for Whitehorse Drive right-of-way.

Approval of Regular Agenda:

6. Request for approval of an amendment to the Livingston Commons PUD, PUD Plan and environmental impact assessment for property located at the SW corner of Grand River and Latson Road. Sec. 5, petitioned by RG Properties.
7. Discussion regarding Old Township Hall lease.
8. Discussion regarding Howell Area Parks and Recreation Authority 2009/2010 proposed budget.
9. Request for approval of a credit card resolution as provided by Chase Bank.
10. Request for approval of appointments to the Fire Advisory Committee.

MINUTES

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

A Call to the Public was made with the following response: Pauline Wood - It would not be in the best interest of Genoa Township to separate from the Brighton Area Fire

Authority. I request that you consult with Mark Jones who has 30 years experience in fire service. For many months the board and fire personnel expressed concerns with low morale in the department. I challenge the board to put all personal feelings and agendas aside and not to be intimidated to do the right thing for all involved. Brian Golf - This board should be looking at all options. I request that you table agenda item 10 until next month.

McCrie - I would ask the board to allow item 10 to remain on the agenda.

Approval of Consent Agenda: Moved by hunt, supported by Mortensen, to approve all items listed under the consent agenda. The motion carried unanimously.

1. Payment of Bills



2. Request to approve minutes: 3-16-09 as amended - adding - Manager Archinal asked a question regarding the status of the lease since it technically expires at the end of the month. The consensus of the Board was that the lease would continue on a month to month basis at no charge to the United Way.

3. Request for approval of a special use application and sketch plan for an existing contractors yard with outdoor storage located at 1150 Victory Drive, Howell, Sec. 5, petitioned by TJ Mark LLC on behalf of ISCO.

4. Request for an award of lawn mowing contracts for Lake Edgewood Wastewater Plant, Oak Pointe Wastewater Plant and Genoa Township Hall to Cooper's Turf Management.

5. Request for approval of a quit claim deed conveying property from Genoa Charter Township to the Livingston County Road Commission for Whitehorse Drive right-of-way.

Approval of Regular Agenda: Moved by Ledford, supported by Wildman, to approve for action all items listed under the Regular Agenda. The motion carried unanimously.

6. Request for approval of an amendment to the Livingston Commons PUD, PUD Plan and environmental impact assessment for property located at the SW corner of Grand River and Latson Road. Sec. 5, petitioned by RG Properties.

Beau Gunlock addressed the board on behalf of Livingston Commons. Approximately 13.3 acres will be donated to the Michigan Department of Transportation and the Livingston County Road Commission for the Interstate interchange. Livingston Commons is asking MDOT to accept the storm-water runoff in the regional pond included in the interchange. The master plan for the regional service district will need some modifications for landscaping. We are also asking that the traffic study be waived because of cooperation with MDOT and the L.C.R.C. We will comply with all conditions

listed in the Planning Commission Minutes of 03/09/09. We also agree with the current residential equivalent user schedule.

A. Disposition of PUD agreement

Moved by Ledford, supported by Wildman, to approve the amendment to the PUD agreement as recommended for approval from the Planning Commissions. Note: R.G. Properties will not be required to pay for the proposed traffic light. The conditions from the Planning Commission are as follows:

1. The requirements of the Township Engineer as outlined in her letter of 3/4/09 will be complied with, with the following modifications to that letter:
 1. Item 6 in the engineer's letter will be revised to indicate that no traffic study will be required by the developer unless required by another governmental agency such as MDOT or the County Road Commission. However, the requirements for traffic studies for acceleration and deceleration lanes for properties developing along Grand Oaks will still be required of the developer;
 2. Item 7 will be expanded to include the requirement that lot A shall share access to Grand Oaks Drive with Lowe's and lots B & C shall share access, aligned with the lot A and Lowe's access to Grand Oaks. Any proposed changes from those depicted on the preliminary site plan shall require the approval of the Township Engineer. The right for a curb cut along Grand Oaks will be permitted by right and will be shared between Lowe's and lot A;
2. Section 1.3 - will add the words developer funded for the acceleration and deceleration lanes in the last sentence;
3. Section 1.4 - the last sentence, the word "will" will substitute the word "should";
4. Section 2.1 - the last four lines after "exhibit C" will be deleted;
5. Section 2.4 - entire paragraph will be deleted and the words "intentionally left blank" will be inserted;
6. Section 2.8 - in the minimum lot area, a footnote will be added to the words "one acre" which shall read that "lot A-1 can be .6 acres";
7. In Zone 1, the parking lot will be revised to read twenty feet instead of ten feet and a footnote will be added saying that this requirement may be reduced to ten feet for the lots north of Grand Oaks Drive;
8. In Zone 1, a footnote will be added to say 90% impervious surface is permitted in the area north of Grand Oaks and the remainder will be 85%;
9. In Zone 2, the rear yard setback will be changed to 20 feet from 25 feet;
10. Article 3, Section 3.2, paragraph C. - eliminate the words "if the main access point is signalized";
11. Article 3, Section 3.2, paragraph E - strike the last words of the paragraph, "per sub-paragraph A above" and substitute those words for "as determined by a traffic impact study referenced in 3.2.A. above";
12. Article 3, Section 3.2, paragraph G - add the words to the end of the sentence that "the sidewalk will be required along lot B on Latson Road if a sidewalk is built along the interchange by" This will be paid by the person developing the lot;

13. Article 3, Section 3.2, paragraph K - Add to the beginning: "In Phase 1, the northern access point to Latson Road between lots four and five" shall have...;
14. Section 6.2 - "in phase one" should be added after third word in sentence and the last sentence will be modified to indicate 8' concrete sidewalks will be paid for by the lot owners;
15. Section 6.4, paragraph F - The words "through a lot owners association" will be deleted and the words "by either the developer, or a lot owner, or association" will be inserted;
16. Section 8.2 - The words "commercial, industrial and residential" will be removed from sentence.
17. Exhibit C of the PUD agreement will be revised as follow:
 1. Pharmacy drive-thru, dry cleaner drive-thru, accessory drive-thru, open front window restaurants, five-lane banks and stand alone ATM's shall be allowed as a permitted use once by right. Any additional ATM's shall require a special use permit;
 2. The schedule will be revised to add that truck stops are not permitted by either right or special use;
18. There will not be a 500 foot separate required between gas service stations and drive-thru restaurants;
19. This approval is granted for a period of two years from completion of interchange by MDOT;
20. The Township attorney will review this agreement prior to execution.

The motion carried unanimously.

B. Disposition of environmental impact assessment dated 03/12/09

Moved by Hunt, supported by Ledford, to approve the impact assessment with the following conditions:

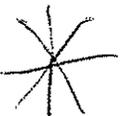
1. Section 8.2 from the PUD Agreement should be inserted in the environmental impact assessment under Item D;
2. Dust control measures should be included.

The motion carried unanimously.

C. Disposition of PUD plan

Moved by hunt, supported by Ledford, to approve the PUD plan with the modifications as discussed by the planning commission on 03/09/09. The motion carried unanimously.

7. Discussion regarding Old Township Hall lease. Moved by Skolarus, supported by Smith, to approve the finalization of the lease agreement with the Livingston County United Way and the granting of the deed with the provision that the reversionary clause will be removed from the property after ten additional years of occupancy by the Livingston County United Way. Further, that a PUD will be initiated from the manager's



office and referred to the Planning Commission for approval with final approval being granted from the Township Board. The motion carried unanimously.

8. Discussion regarding Howell Area Parks and Recreation Authority 2009/2010 proposed budget. Moved by Mortensen, supported by Wildman, to approve the proposed budget for Howell Parks and Recreation with Township support of \$61,925.00 for this fiscal year. The motion carried unanimously.

9. Request for approval of a credit card resolution as provided by Chase Bank. Moved by Skolarus, supported by Ledford, to approve the resolution with Chase Bank for the use of credit cards for the following persons: Jean Ledford, Michael Archinal and Gary McCririe. This resolution supercedes any previous action of the Genoa Charter Township Board. Other officials have the option available at their discretion. The motion carried unanimously.

10. Request for approval of appointments to the Fire Advisory Committee. Moved by Skolarus, supported by Wildman, to appoint to the committee the following persons: Todd Smith and Jim Mortensen (to be paid the regular board per diem) Bob Murray and Jeff Dahaenas (to be paid the planning commission per diem). The advisory committee will be allowed the full legal counsel of the township in making their recommendation. The motion carried unanimously. (Note: Please refer to the Minutes of the 03/16/09 regular meeting of the Township Board for further explanation related to the establishment of the Fire Advisory Committee.)

The regular meeting of the Genoa Charter Township Board was adjourned at 7:20 p.m.

Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 04/10/09)

MEMORANDUM

TO: Township Board

FROM: Mike Archinal *MA*

DATE: 4/3/09

RE: Old Township Hall Lease/Purchase

As directed at the 3/16/09 Board Meeting we have met with the United Way to determine the future use of the old Township Hall. The United Way wishes to remove the reversion clause from the recently expired agreement. During our conversation we realized that because the property is non-conforming a variety of issues exist that may have a detrimental impact on the charity's ability to utilize the property. We all wish for the buildings continued use as an office. To that end and also to address the issues related to non-conformity we would like the Board to consider rezoning the property to Redevelopment PUD. This would protect the Township by clearly defining what the building can be used for. It would also vest the United Way's rights should force majeure affect the building.

No action is necessary at this time. Please review the attached information and provide direction to staff as to your wishes and how you would like us to proceed.

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement is made on, _____ 2009 by and between BOARD OF THE CHARTER TOWNSHIP OF GENOA, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Petitioner") and the PLANNING COMMISSION OF THE CHARTER TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Township").

RECITALS

- A. Petitioner is the owner of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described on Exhibit "A" attached hereto incorporated herein by reference (the "Property").
- B. On _____ 2009, the Township Board at a properly noticed public hearing and in accordance with the 2007 Ordinance of the Township (the "Ordinance") rezoned the Property as a Re-development Planned Unit Development Zoning District (the "PUD").
- C. At a properly noticed public hearing held on _____ 2009, the Planning Commission, having reviewed Exhibit "B" (the "PUD Plan" or the "Site Plan") and the Impact Statement, a copy of which is attached hereto as Exhibit "C" (the "Impact Assessment"), approved Petitioner's PUD Plan as Final in accordance with the applicable provisions of the Ordinance.
- D. At a properly noticed public hearing held on _____ 2009, the Township Board, having reviewed the PUD Plan and the Impact Assessment, approved the Petitioner's PUD Plan as Final in accordance with the applicable provisions of the Ordinance.
- E. The Township Planning Commission and Township Board, in strict compliance with the Ordinance and with Michigan Zoning Enabling Act (Act 110 of 2006), as amended, have reclassified the Property as a Re-development Planned Unit Development District, finding that such classification properly achieved the purpose of Article 10 of the Ordinance including the recognition of the deficiencies of the sites features and the promotion of a conscientious redevelopment of an existing nonconforming use. Further, the Township Planning Commission and Township Board find the Re-development Planned Unit Development District and the PUD Plan are consistent with the Master Plan.

F. The Township has found and concluded that the approved PUD Plan is reasonable and promotes the public health, safety and welfare of the Township; is consistent with the plans and objectives of the Township and consistent with surrounding uses of land; and will allow the redevelopment of a nonconforming site with the use of creative design to address unique site constraints.

G. The Ordinance requires the execution of this Planned Unit Development Agreement, which Agreement shall be binding upon the Petitioner and Township.

NOW, THEREFORE, for good and valuable consideration, the receipt, and adequacy of which is hereby acknowledged, Petitioner and the Township agree as follows:

ARTICLE I

General Terms of Agreement

1.1 The Township and Petitioner acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Petitioner's successors, assigns and transferees.

1.3 The PUD Plan is hereby approved, having been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in this Agreement, the final site plan will comply with applicable Ordinance requirements. Changes to the PUD Plan or this Agreement shall be processed as set forth in the Ordinance.

1.5 The PUD Plan which is approved hereby includes the final approval of all of the following:

- (i) The Property description provided in Exhibit "A" attached hereto;
- (ii) The PUD Plan attached as Exhibit "B" hereto;
- (iii) The Impact Assessment attached as Exhibit "C" hereto; and
- (iv) The uses described in the attached Exhibit "D" are authorized for development.

1.6 The approval of the PUD Plan described herein, and the terms, provisions and conditions of this Agreement, are and shall be deemed to be of benefit to the land described on Exhibit "A" and shall run with and bind such land, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties hereto.

ARTICLE II

Land Use Authorization

2.1 The Planned Unit Development shall include a land use authorization for the uses described in Exhibit "D"

2.2 The Property may be developed in a single phase or in multiple stages or phases. The Petitioners, as dictated by the Petitioner's transferees, shall determine that timing and order of development. At the time the Petitioner, and the Petitioner's assigns and transferees are prepared to develop each portion or phase of the Property, a plan prepared in the form required by applicable ordinance and law, including impact assessments (including how the traffic will differ from the original projected traffic) required by the Township, and consistent with this Agreement, shall be submitted for review and approval. The Township shall review each of such plans within a reasonable time. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Ordinance which are inconsistent with this Agreement unless the concept plans as set forth herein is materially altered at the request of the Petitioner or its successors and assigns.

2.3 Nothing whatsoever provided in this Agreement shall be constructed so as to prevent Petitioner from seeking major and/or minor changes to the PUD agreement in accordance with the applicable provisions of the Ordinance.

2.4 No outdoor storage shall be permitted.

2.5 For purposes of yard setbacks and other Ordinance dimensional requirements, Dorr Road shall be the front yard, the Northeast and South property lines shall be the side yards, and the Southwest property line shall be the rear yard. As shown on the Plan, the Property will be developing with the existing C&O railroad line along the rear property line.

2.6 If the petitioner desires to expand the parking lot, buildings or pursue any other significant construction activities, a site plan including Environmental Impact Assessment will be provided for approval by the Planning Commission and Township Board. When designing the final site plan, the Petitioner agrees to make its best efforts to maintain a 20-foot greenbelt buffer along the Northeast (side

yard) property line where the improvements(s) being constructed abut a single-family residential district within 100 feet of the property line. In the event that the Petitioner is not able to comply with these requirements due to building and site constraints, the Petitioner agrees to install additional plantings to provide a substantial buffer to the adjacent single family residential district.

2.7 Any violation of the terms of this Agreement shall be a violation of the Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for a violation of the Ordinance. Nothing contained herein shall in any way diminish any rights Petitioner may have at law or in equity with respect to a breach of this Agreement by Township.

ARTICLE III

Transportation Improvements

3.1 Access to and from the property shall be accomplished pursuant to the Plan. The Livingston County Road Commission has also approved the location of the drive access where it intersects Dorr Road.

ARTICLE IV

Drainage

4.1 The drainage system on the Property shall be designed to be coordinated throughout the Property and shall be subject to Township review and approval in accordance with Section 13.08 of the Ordinance. Petitioner shall comply with all regulations established by and applicable to the development by the Livingston County Drain Commission and shall take financial responsibility for any stormwater overflows resulting from the development onto adjacent properties.

ARTICLE V

Site Improvements

5.1 The site improvements shall be coordinated throughout the Property, with the objective of creating site improvements that are integrated and mutually supportive among the development, including the utilities and landscaping.

5.2 The architecture, building materials, colors and shapes of the building shall be in substantial conformity with the guidelines set forth in Article 12 of the Ordinance. It is the intention of the parties to promote and encourage a

development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. The building shall utilize quality architecture with variable building lines and architectural accents. Brick facades or brick face panels or other natural materials (i.e., brick, stone, decorative block, etc.) shall be used for the building faces.

5.3 The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color. Tree removal is authorized throughout the Property.

5.4 All signs shall be permitted as authorized in the Ordinance. Any permitted sign shall have a base constructed of materials that coordinate with and are consistent with the architecture of the building.

5.5 Township reserves the future right to establish a plan to extend sidewalks throughout the township and to hold Petitioner responsible for any portion crossing Petitioner's lands. Petitioner agrees to grant necessary easements for sidewalk improvements.

5.6 The Petitioner shall be responsible for ongoing maintenance and repair or replacement of site design elements, such as open spaces, landscaping, lighting and pavement markings. The Petitioner shall be responsible for maintenance and repair or replacement of facilities serving the entire Property such as stormwater control devices.

ARTICLE VI

Utilities

6.1 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the building is serviced from underground.

6.2 Petitioner agrees to provide necessary easements for any future water and/or sewer improvements across the subject property. Such easements shall not unreasonably burden the property.

ARTICLE VII

Miscellaneous Provisions

7.1 The article headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreements.

7.2 This Agreement may not be amended or revoked at any time except by a written agreement executed by all of the parties to this Agreement.

7.3 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.4 Reference in this Agreement to activities by Petitioner in relation to development is intended to include Petitioner's successors, assigns and transferees, unless context dictates to the contrary.

7.5 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a), (b) and (c).

7.6 The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

7.7 Whenever the consent or approval of either of the parties hereto or their agencies, commission, departments, representatives or successors is required, such consent or approval shall not be unreasonably delayed, conditioned or withheld.

7.8 This Agreement shall bind the Petitioners/Petitioners of the real property, their successors and assigns.

7.9 This Agreement shall bind the parties and shall run with the land. The provisions of this instrument may be amended, but only with the consent of the Petitioners of the real property and the appropriate Genoa Township authority.

EXHIBIT A

Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, T2N-R5E, further described as follows: Beginning at the Southeast corner of said Section 15, running thence North 347.55 feet, thence South $71^{\circ}56'$ West 208.95 feet; thence South $57^{\circ}48'$ West 225.30 feet to the Right-of-Way line of the C&O Railroad; thence South $48^{\circ}34'$ East, along said Right-of-Way line 242.40 feet to the center line of Crooked Lake Road; thence south $89^{\circ}22'$ East, 207.70 feet along said centerline to the point of beginning, containing 2.17 acres of land. (*=degrees)
Tax Parcel No. 11-15-400-003

EXHIBIT D

Permitted Uses

- a. Business services such as mailing, copying, data processing and retail office supplies
- b. Child care centers, preschool and commercial day care
- c. Studios of photographers and artists
- d. Offices of non-profit professional, civic, social, political and religious organizations
- e. Medical offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, excluding clinics, and urgent care centers
- f. Offices of lawyers, engineers, architects, insurance, and real estate agents, financial consultants, and brokers, advertising offices, accounting, and bookkeeping services, clerical, and stenographic services, sales offices, other types of executive, or administrative offices and similar or allied professions
- g. Public parks and open space
- h. Essential public services and structures, not including buildings and storage yards
- i. Public/government buildings such as; township/state/county offices, public museums, libraries and community centers
- j. Accessory uses, buildings and structures customarily incidental to any of the above

MEMORADUM

TO: Township Board

FROM: Mike Archinal 

DATE: 3/13/09

RE: Agenda Item #4

The ten year lease purchase old township hall agreement with the United Way will expire at the end of this month. The original agreement included a reversion clause that stated that should the building be used for anything other than a non-profit business office it would revert back to Township ownership. The United Way has asked that this reversion clause be removed.

I am not so concerned about retaining the, "non-profit" part of this stipulation. I can think of a long list of inappropriate non-profit uses. I am somewhat concerned with waiving the reversion clause altogether. We have enjoyed an excellent relationship with the United Way. Their use of the building is entirely appropriate. I suggest an amendment that continues to restrict the use of the property to business office but removes the non-profit condition.

The Township Attorney will be in attendance to discuss this matter and answer any questions you may have. Please consider the following action:

Moved by _____, supported by _____, to authorize the Township Attorney to draft, and the Clerk and Supervisor to execute, an amendment to the Lease and Option Agreement between Genoa Charter Township and the United Way. The amendment will modify paragraph 22 by removing the condition that the property may only be used for, "non-profit" purposes.



Livingston County
United Way

EXECUTIVE COMMITTEE

- President
David Rex
- Vice President
Peter Bowen
- Secretary/Treasurer
Gregory Clum
- Past President
Piet Lindhout
- Partnerships Assessments & Allocations Chairperson
Dawn Boss
- Publicity and Education Chairperson
Jean Eckman

DIRECTORS

- Becky Best
- Kevin P. Brennan
- Patricia Claffey
- Pat Convery
- Dan Danosky
- Lauraine Hoensheid
- Scott Maly
- Pam McConeghy
- Brenda Ochodnicky
- Richard Perlberg
- Janet Sifferman
- Jeffrey Wack

AGENCY REPRESENTATIVE
Barbara Duguay-Simmons

LEGAL COUNSEL
Athena Bacalis

EXECUTIVE DIRECTOR
Nancy A. Rosso

March 30, 2009

Ms. Paulette A. Skolarus, Clerk
Genoa Charter Township
2911 Dorr Road
Brighton, Michigan 48116

HAND DELIVERED

Re: Genoa Charter Township/Livingston County United Way
Lease/Option to Purchase 2980 Dorr Road Property

Dear Ms. Skolarus,

Attached please find our written Notice of Election to exercise our option to purchase the premises commonly known as 2980 Dorr Road in accordance with the Lease and Option Agreement made between the Township and the Livingston County United Way. The Agreement requires that we deliver this notice to you before midnight on the day the lease expires, which is tomorrow March 31, 2009. We have met with your Administrative Committee and are working out the details of the transfer to protect the future use of the property.

Sincerely,


Nancy A. Rosso
Executive Director
Livingston County United Way



Athena Bacalis, Esq.
Post Office Box 647
Lakeland, Michigan 48143

March 11, 2009

Mr. Richard A. Heikkinen
The Heikkinen Law Firm, P.C.
110 North Michigan Avenue
Howell, Michigan 48843

Re : Genoa Charter Township/
Livingston County United Way
Lease and Option Agreement

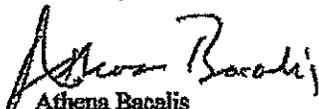
Dear Mr. Heikkinen,

Attached please find draft documents in connection with closing on the Genoa Charter Township property that is leased and optioned to the Livingston County United Way (LCUW). Gary McCrie directed Nancy Rosso, executive director of LCUW, to have the United Way attorney prepare papers and forward them to your attention. Here they are!

Nancy related to me that Gary McCrie, Mike Archinal and Piet Lindhout, our outgoing LCUW President, had discussions and reached agreement regarding amendment of the Lease and Option to remove the reversion provisions from the option paragraph. I have drafted the attached Amendment as part of the closing package. For your convenience, I have attached a copy of the original Lease and Option signed in 1999. I have drafted a Notice of Election to Purchase that I expect the new LCUW President, David Rex, to sign and deliver in accordance with the Lease and Option. You will also see that I have attached a draft Warranty Deed for your review. Title work is ordered. The LCUW understands that it will pay its own closing expenses.

Ten years have passed very quickly. I look forward to working with you as we finalize the details of this happy event for the Livingston County United Way.

Sincerely,


Athena Bacalis
(810) 423-8494 cell phone
willets@chartermi.net

cc: Nancy Rosso

ALTA COMMITMENT
SCHEDULE A

Commitment No.: 25224

1. Commitment Date: 7/16/2010 at 8:00 am

2. Policy or Policies to be issued:

(a) **ALTA Owner's Policy**
Residential Title Insurance Policy
Proposed Insured:

Policy Amount \$ 480,000.00

Livingston County United Way, a Michigan nonprofit corporation

(b) **ALTA Loan Policy (06/06)**
Proposed Insured:

Policy Amount \$ NONE

NONE

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the Policy jacket for the policy that is to be issued in connection with your transaction.

3. *Fee Simple* interest in the land described in this Commitment is owned, at the Commitment Date, by:

Township of Genoa, a body corporate

4. The land referred to in this Commitment, situated in the **Township of Genoa**, County of Livingston, State of Michigan, is described as follows:

Part of the Southeast ¼ of the Southeast ¼ of Section 15, Town 2 North, Range 5 East, Township of Genoa, Livingston County, Michigan, described as follows: beginning at the Southeast corner of said Section 15; running thence North 347.55 feet; thence South 71 degrees 56 minutes West 208.95 feet; thence South 57 degrees 48 minutes West 225.30 feet to the right-of-way line of the C&O Railroad; thence South 48 degrees 34 minutes East along said right-of-way line 242.40 feet to the centerline of Crooked Lake Road; thence South 89 degrees 22 minutes East 207.70 feet along said centerline to the point of beginning.

End of Schedule A

Vanguard Title Insurance Agency
An Agent Of First American Title Insurance Company
5440 Corporate Drive, Suite 275
Troy MI 48098

Need Assistance? Call Vanguard Customer Service at 248-643-9300 or email at customerservice@vgtitle.com

**SCHEDULE B - SECTION I
REQUIREMENTS**

Commitment No.: 25224

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. **Submission prior to closing of an acceptable ALTA Survey and satisfactory affidavits at closing will result in the removal of Items 1 through 4 on Schedule B - Section II of the policy to be issued. Upon review of the above mentioned survey, additional requirements may be made.**
2. **Submit to the company a copy of the final water/sewer bill showing that all charges have been paid.**
3. **Warranty Deed from Township of Genoa, a body corporate, now known as Genoa Charter Township, to Livingston County United Way, a Michigan nonprofit corporation.**
4. **Pay unpaid taxes and assessments unless shown as paid:**

2010 Summer Taxes are EXEMPT.

2010 Winter Taxes are EXEMPT.

Tax Parcel Identification: 11-15-400-003

Property Address: 2980 Dorr Road, Brighton, MI 48116

- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
- (e) In the event Vanguard Title Insurance Agency does not close the transaction, the Mortgage to be insured must be recorded within 10 days of execution, or the Loan Policy to be issued will include the following exception on Schedule B: "Notwithstanding Covered Risk 13(b), this policy does not insure against loss or damage resulting from the invalidity or loss of priority of the Insured Mortgage arising out of any Bankruptcy proceeding involving the Mortgagor".

**End of Schedule B-I
First American Title Insurance Company**

Need Assistance? Call Vanguard Customer Service at 248-643-9300 or email at customerservice@vgttitle.com

**SCHEDULE B - SECTION II
EXCEPTIONS**

Commitment No.: **25224**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
4. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and Assessments not due and payable at Commitment Date.
6. **Rights of tenants(s) now in possession of the land under unrecorded leases or otherwise.**
7. **Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.**
8. **Taxes and assessments which become due and payable after the Date of Commitment, including taxes or assessments which may be added to the tax rolls or tax bill after the date of Commitment as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption.**
9. **Final billing for water and sewer charges.**

**End of Schedule B-II
First American Title Insurance Company**

Privacy Policy

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on application or other forms.
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may share all the information that we collect, as described above, with our affiliates. By sharing this information, we can better serve your financial needs. If you do not wish for us to share this information with our affiliates you may contact us.

We may disclose the following information to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements:

- Information we receive from you on applications or other forms, such as your name, address, social security number, assets, and income;
- Information about your transactions with us, our affiliates, or others, such as your account balance, payment history, and parties to transactions;
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations in order to guard our nonpublic personal information.

Your confidence in us is important and we want you to know that your personal and account information is safe. If you have any questions or concerns, please contact us.

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Manager 

DATE: 7/30/10

RE: Township Park Naming Rights

Attached you will find a draft Request for Proposal for naming rights for the Township Hall park property. The concept is to partner with a corporate entity to allow a presence and visibility along I-96 in exchange for renumeration or site improvements. An attractive, tasteful masonry sign built into the hill behind the north soccer goal is contemplated. This item is on your agenda for discussion only. No action is requested at this time. I hope to have a formal RFP before you at the 8/16/10 meeting should this concept meet with your approval.



DRAFT

Genoa Charter Township, Michigan Municipal Park Naming Rights Request for Proposals



Title: Naming Rights for the Genoa Charter Township Athletic Field and Municipal Park.

Issue Date: August 17, 2010

Issued By: Genoa Charter Township
Michael Archinal, Township Manager
2911 Dorr Road
Brighton MI 48116

DRAFT

I. Introduction and Purpose:

The Genoa Charter Township municipal park is located at 2911 Dorr Road, Brighton Michigan. The Township Hall was built in 1998 on 45 acres of land located directly adjacent to I-96. In 2007 the Township completed the construction of two athletic fields used primarily for soccer. The fields are programmed for activities jointly by the Howell Area Parks and Recreation Authority (HAPRA) and the Southeastern Livingston County Recreation Authority (SELCRA) which provides activities for the greater Brighton area.

Genoa Township has a population of approximately 20,000 people. The fields receive a large amount of use and draw people from throughout the region. The fields are irrigated and are maintained at a very high level assuring high quality turf. A pavilion was completed in 2010 that provides restrooms, storage and a sheltered picnic area with tables. A .65 mile walking/bike path winds around the site through uplands and an attractive wetland complex. The path receives a large amount of use and is kept open throughout the year. A large American flag serves as a landmark and draws further attention to the site.

A sledding hill is currently under construction to encourage use of the site during the winter months. The hill will provide 40 feet of vertical fall and is built with 25,000 cubic yards of material. Grading on the southwest corner of the site in association with construction of the hill can provide an additional parking lot and an additional athletic field.

Five hybrid wind turbine/photovoltaic green energy conversion systems were recently installed. These vertical turbines have a unique and attractive look and have a rated capacity of 9.5 kW. The systems were constructed through a Michigan Energy Efficiency Community Development Block Grant funded by the American Recovery and Reinvestment Act. The turbine and solar hybrids are a demonstration project taking advantage of the properties high visibility and proximity to I-96. The hybrid systems have generated significant interest in the site from those interested in green energy alternatives.

The purpose of this Request for Proposals is to associate a corporate name with the public park. At a minimum the successful bidder will be allowed to place a graphic identifying its corporate sponsorship on a tasteful highly visible masonry sign directly adjacent to I-96. Other benefits of the naming rights package are discussed in Section III

II. Community and Organizational Information:

Genoa Charter Township is located in southeastern Michigan between the cities of Brighton and Howell. The Grand River Avenue corridor and Interstate 96 provide direct access to our business district. The township is centrally and strategically located within 45 miles of Detroit, Lansing, Ann Arbor, Flint and Toledo. The township has a total area of 36.3 square miles (94.1 km²), of which, 34.2 square miles (88.7 km²) of it is land and 2.1 square miles (5.4 km²) of it (5.78%) is water.

As of the census of 2000, there are 15,901 people, 5,839 households, and 4,560 families residing in the township. The population density is 464.2 per square mile (179.3/km²). There are 6,346 housing units at an average density of 185.3/sq mi (71.5/km²). The Township enjoyed substantial growth between 2000 and the current economic downturn. Current estimates place the Township population at around 20,000.

There are 5,839 households out of which 36.2% have children under the age of 18 living with them, 67.5% are married couples living together, 7.4% have a female householder with no husband present, and 21.9% are non-families. 17.3% of all households are made up of individuals and 5.5% has someone living alone who is 65 years of age or older. The average household size is 2.72 and the average family size is 3.08.

The median income for a household in the township is \$71,398, and the median income for a family is \$79,988. Males had a median income of \$59,229 versus \$31,020 for females. The per capita income for the township is \$32,601.

Despite statewide economic difficulties Genoa Charter Township has maintained financial stability. The Township has no outstanding general fund debt. Moody's recently upgraded the Township's bond rating to GOLT A1. Genoa's millage rate is a remarkably low .8146.

The Township is a model of stability and good local government. The Township Board is congenial and extremely business like. Our Clerk and Treasurer have tenure of 25 years each. Our Supervisor has been here for 10 years his predecessor for 16. The Township Manager has been here for 12 years and has a Master's degree in Public Administration. Our professional staff is long tenured and dedicated to providing excellent customer service. Genoa has very little controversy and would cast favorable light on a corporate partner.

DRAFT

The architecture and materials used on the site are high quality. The Township Hall, pavilion, garage and Fire Hall all utilize brown and red brick creating an attractive campus like setting. Photographs of the buildings and the site are provided as an appendix.

III. Benefits in the Naming Rights Package:

A high quality lit masonry sign incorporating the Genoa Township Logo and the successful bidder's corporate graphics will be placed directly adjacent to I-96. The exact location and design, to be determined, will provide excellent visibility to both east-bound and west-bound traffic. 24 hour traffic counts are: east-bound 37,381 and west-bound 41,075. An entrance sign on Dorr Road and other directional signage will identify the corporate identity. Cost for installation will be borne by the successful respondent.

Name and logo identification will be made in all official facility references made by the Township including, but not limited to, the following:

- Media Correspondence
- Media Placement – television, radio and print
- Website with links
- Facility related marketing and publications

DRAFT

Other means of establishing the corporate presence will be considered.

IV. Selection Criteria Details:

Any and all proposals will be considered. However, the respondent will address, at a minimum the items listed below.

- Financial Proposal. Respondent shall outline its financial proposal including, but not limited to, payment plan and escalation factors in sufficient detail so that a thorough analysis of the proposal may be performed. In valuing naming rights corporations generally consider the following attributes:
- Term. Respondent shall outline the proposed term of the agreement. A minimum of seven (7) years is contemplated. Renewal options may be included.
- Exclusivity. Respondent shall have the sole right to the benefits identified in Section III during the term of the agreement.
- Proposed Name of the Facility. Respondent may propose alternate names for the facility. These will be discussed more fully during the negotiation process with Genoa Charter Township having approval authority for the name of the facility and associated graphics.

- Financial Stability. Respondent shall submit with its proposal sufficient evidence of its financial stability.

Respondents are welcome to include any additional information deemed appropriate for consideration.

V. Request for Proposal Process:

Proposals will be evaluated on the basis of criteria deemed most appropriate for a successful partnership. The criteria include, but are not limited to, the following:

- Financial structure of the proposal.
- Term of the proposal
- Nature of the respondent's business and its compatibility with the Township and the park
- Other incentives offered by the respondent such as site improvements or field lighting.
- Financial stability of the corporate partner.

Timetable:

August 16, 2010 – Genoa Charter Township Board authorizes Naming Rights RFP

August 20, 2010 – Staff forwards RFP to area Chambers of Commerce, C.O.C members and other selected corporations.

August 20, 2010 – Staff publishes invitation to submit proposal in the Press and Argus.

August 20, 2010 – Staff posts invitation to submit proposal on the Township web site.

August 31, 2010 – 10:00 AM - Non-mandatory pre-submittal meeting and site tour with the Township Manager and Planning Director.

September 21, 2010 – 5:00 PM – Deadline for submission of eight (8) hard copies of proposal.

September 22, 2010 – October 1, 2010 – Staff Evaluation of Proposals

October 4, 2010 – Township Board consideration of proposal, approval of an award and direction to staff to negotiate an agreement.

DRAFT

APPENDIX
PARK PROPERTY PHOTOGRAPHS



APPENDIX
PARK PROPERTY PHOTOGRAPHS



APPENDIX
PARK PROPERTY PHOTOGRAPHS



APPENDIX
PARK PROPERTY PHOTOGRAPHS





Brian Jonckheere

2300 E. Grand River, Suite 105
Howell, Michigan 48843-7581
(517) 546-0040
Fax (517) 545-9658

July 23, 2010

GENOA TOWNSHIP

JUL 26 2010

RECEIVED

Mr. Dale E. Cooper
Cooper & Riesterer, PLC
Westgate Office Center
7960 Grand River Road, Suite 270
Brighton, MI 48114-7332

RE: Brighton-Genoa Drain Correspondence of July 13, 2010

Dear Mr. Cooper:

The office of the Livingston County Drain Commissioner (LCDC) is in receipt of your July 13, 2010, letter regarding your concerns with respect to the abovementioned drain. In your letter and our conversation early in June, you indicated concerns regarding the ability of the Drain to convey flows of recent rainfall events. I have included below a discussion of the history of the drain, answers to questions posed from abovementioned correspondence, and a summary of the alternatives for improvement for your use.

HISTORY

The Brighton-Genoa Drain was built in 1991. To our knowledge it has functioned largely without incident since its construction, though there was a small repair to the end section rip-rap performed by Bob Myers Excavating in 2007.

QUESTIONS FROM CORRESPONDENCE

In our conversation in early June and in your letter of July 13, 2010, several statements were made, some of which we disagree. I would offer the following:

1. **Statement - Mr. Meier is concerned with excess runoff from Brighton Ford and the Conference Center Drive developments affecting the duration and frequency of flooding on the property (from our conversation in early June).**

LCDC Response: The limits of the drain special assessment district are on Attachment 1. Runoff from the Brighton Ford Dealership and the Conference Center Drive intersection flow south and are discharged to wetlands to the south of Woodland Lake. Therefore, these properties are outside of the drainage district and do not contribute drainage to the Brighton-Genoa Drain .

2. **Statement - The storm water system is "unable to handle the volume" of recent heavy rains (July 13, 2010, letter).**

July 23, 2010

Answer: While some rains of an intense nature have occurred in the area over the last couple of years, the LCDC has not concluded that the capacity of the Brighton-Genoa Drain has been exceeded. We have inspected the pipe and chamber system to the extent possible. Several of the inlets on your client's property have either been paved over or covered, as shown on Attachment 2. Other than these inlets, which were blocked by your client, the system appears to be operating quite well.

Given the nature of the surface water that accumulates in the vicinity of your client's property, it would appear that the inlet capacity of the curb and gutter collection system in the Grand River Avenue right-of-way has been exceeded on several occasions over the last five years. This, in combination with inadequate inlet capacity on your client's property, could lead to the issues recently experienced at the shoreline of Woodland Lake. Since there was a discharge pipe at 8077 Grand River Avenue before the Brighton-Genoa Drain was built in 1990, there is reason to believe that there is a history of overland flow to the lake at this location. A review of file information indicates that engineers working on behalf of the Drain Commissioner in 1989 had interviewed residents and concluded that there was a history of flooding in this area.

With the history of flooding at this location and the presence of erosion at the current outlet, our office stated concerns with the retaining wall built by your client in correspondence dated November 16, 2007. This correspondence is included as Attachment 3. To date, the LCDC has not received a formal response to this letter.

3. Statement - The Drain Commissioner needs to "add or upsize the storm water culvert or divert water from the upstream system" (letter of July 13, 2010).

Answer: The LCDC has no legal power to unilaterally improve the system. The Michigan Drain Code (hereinafter the "Drain Code") sets the parameters by which established County Drains are maintained, improved, or modified. While maintenance on the existing drain can be and has been done, the LCDC cannot initiate a new project such as you request without separate authorization from taxpayers. Two specific procedures are available within the Drain Code to address your request:

- Petition under Chapter 8 of the Drain Code. This process is lengthy and can be discussed separately with your client if requested.
- Petition pursuant to Section 425 or 433 of the Drain Code. Sections 425 and 433 are primarily designed for instances where a single landowner wishes to construct a new drainage system and then dedicate it to the Drain Commissioner. Costs for projects performed under Sections 425 and 433 of the Michigan Drain Code are typically borne wholly by the petitioning landowner. These sections of the Drain Code are attached for your use as Attachment 4.

The form of the petition and the petition process for either of these alternatives can be provided to your client upon request.

--∞0∞--

Mr. Dale E. Cooper
RE: Brighton-Genoa County Drain

July 23, 2010

Despite the above information, your client may desire to make a claim under Public Act 222 of 2001. If this is the case, contact our office and we will provide you with the necessary forms.

In reviewing the file, I note that the consent judgment signed between the parties in 1990 dictated that your client grant an easement to the Drainage District at a width stipulated in the judgment. A review of our records and those of the Register of Deeds indicates that this easement was never conveyed to the District by your client, despite the receipt of \$75,000 in compensation. This matter needs to be rectified immediately.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,



Kenneth E. Recker, II, P.E.
Chief Deputy Drain Commissioner

Attachments (4)

Cc: Mike Archinal, Genoa Township (letter only)
Dan Bishop, Brighton Township (letter only)
Mike Craine, Livingston County Road Commission (letter only)
Stacy Hissong, Fahey, Schultz, Burzych & Rhodes

ATTACHMENT 1

DRAIN SPECIAL ASSESSMENT DISTRICT MAP



LEGEND

- Street Centerline with Name
- Brighton - Genoa Drainage District
- ⊕ District Drain Structures
- LCRC Drain Structures
- - - District Pipe
- - - LCRC Pipe

Livingston County Drain Commissioner
 2300 E Grand River
 Howell, Mi. 48843
 Orthophoto Flown 2008
 Printed July 19, 2010

Brighton Genoa Drain and Drainage District
 A Part of Sec. 18 & 19 of Brighton Twp. and Sec. 13 & 24 of Genoa Twp.

1 inch = 300 feet

Mike

From: Pat Convery [pconvery@howell.org]
Sent: Tuesday, July 27, 2010 11:39 AM
To: Mike
Subject: RE: Good afternoon

Thanks Mike,
This is a well-written response. I appreciate you following up so quickly.

Pat Convery, IOM
President
Howell Area Chamber of Commerce
123 E. Washington St.
Howell, MI 48843
pconvery@howell.org
(517) 546-3920
www.howell.org

From: Mike [mailto:Mike@genoa.org]
Sent: Tuesday, July 27, 2010 11:32 AM
To: Germaine Rupert
Cc: Pat Convery; Gary
Subject: RE: Good afternoon

Mrs. Rupert,

Pat Convery from the Howell Area Chamber of Commerce forwarded a message you left on their website. I apologize for not responding to your inquiry more quickly. For your information we have issued two notices in Red Oaks this month. One to 5743 Maunee for storage of debris and one to 810 Red Oaks for noise. I have driven through your subdivision several times of the last few weeks and agree that we need to get more aggressive in our property maintenance enforcement. To that end I am meeting with the Township Attorney and the Township Supervisor this afternoon to discuss alternatives especially with regards to unsafe structures and noxious weeds.

Even in the best of times Red Oaks has had its challenges. Some homeowners take pride in their properties and maintain them very well. Others do not. The current economic downturn has exacerbated the problems with several buildings now vacant. From the tenor of your correspondence I realize that your patience is wearing thin. I can tell you however that Genoa Township is seeking to take over enforcement of the State Construction Code by hiring a contractor and adopting the appropriate ordinances. Up until now Livingston County has had the responsibility for enforcement. Even though we have an unsafe structures ordinance on the books already, enforcement compelling demolition or upgrade has been difficult since we do not have a building inspector on staff. There is some question whether a municipality can hire a contractor to perform building inspections or whether the inspector must be an employee. We obviously cannot absorb the costs of an inspector (wage and benefits) with almost zero construction activity or permit fee revenue. A contractual arrangement would get us out from under fixed overhead. I had hoped to have a building department in place by now but we have faced fairly vehement opposition from the homebuilders association at the state level. The Township Attorney is working on a contract to allow local enforcement in compliance with State Law. I know you don't want to hear excuses but I can assure you that some things are not as simple as they appear.

I will correspond with you after our meeting to let you know what strategies we intend to pursue.

Michael C. Archinal
Township Manager



2911 Dorr Road
Brighton MI 48116
Phone (810)227-5225 Fax (810)227-3420
mike@genoa.org

From: Germaine Rupert [mailto:grupert1130@att.net]
Sent: Thursday, July 08, 2010 2:29 PM
To: Mike
Subject: Good afternoon

I wrote to you awhile back about the Red Oaks Subdivision where I live, I suggested that you drive through the whole subdivision and check out all the streets to see the rundown conditions of places in here. ROAR nor the Township is doing the job that they are getting paid to do. All they do is make laws and do not enforce them. If somebody doesn't do something about the conditions around here, the next thing for me to do is go to the media for help, let them take pictures to show how ROAR and the Township reacts to complaints that have been going on for years. I complain and I get told, if you don't like it, you can always move. Like I said before, That is not the way to give an answer to a 79 year old widow on a fixed income. How come the laws that the Township and ROAR have are not enforced? I don't want to hear the excuse " Everything takes time " This mess in here has been like this for years!

 grupert1130@att.net

Memorandum

TO: Township Board

FROM: Adam VanTassell

DATE: July 30, 2010

RE: Building Demolition

Township Staff have worked diligently to get the following buildings demolished:

622 Pathway:



3015 E. Grand River (behind the complex at Grand River and Char-Ann)



7777 Bendix:



Memorandum

TO: Township Board

FROM: Adam VanTassell

DATE: July 20, 2010

RE: Chaldean Camp Meeting

The Township Manager and I met with Remon Jiddou and Sami Herfoi from the Chaldean Church Staff to discuss the upcoming August Music Festival being held at the Chaldean Camp. We discussed various issues regarding the festival including parking and noise. The Church Staff has purchased noise equipment to test noise levels during the festival. The Township will coordinate with Church Staff during the festival as the Code Enforcement will be on site as well with a sound meter. The Church Staff are also planning to setup all loudspeakers so none are facing directly towards the lake which should alleviate noise coming from the site to the south.

The Church Staff will also be contacting the County Sheriff to look into hiring County Sheriff Deputies to police the event.

Remon and Sami also communicated their concerns with local law enforcement with regard to the ongoing incidents of vandalism and hate speech that have occurred at the camp.

The music festival will be held on the weekend of August 21st. A day of religious observance will also be held on August 15th which will involve loudspeakers broadcasting spoken word.

cc: file

LAKESHORE POINTE
HOMEOWNERS ASSOCIATION

GENOA TOWNSHIP

JUL 23 2010

RECEIVED

Gary McCririe, Chairman
Genoa Oceola Sewer and Water Authority
2911 Dorr Road
Brighton, MI 48116

July 22, 2010

Dear Mr. McCririe:

Lakeshore Pointe Homeowners Association has had the opportunity to partner with the Water Authority on a recent project to relocate a forcemain. The project coordinator we worked with was Greg Tatara, along with the assistance of Tesha Humphriss.

The Board of Directors for Lakeshore Pointe would like to take this opportunity to thank the Water Authority, and to specifically recognize and thank Greg Tatara for the outstanding work that was done on this project. The project had a few challenges and with each situation, Greg was proactive in informing us of the situation, what steps were being taken to take care of it, and when we could expect a resolution. His continued insistence of staying in touch and on top of the project, only further increased our confidence that the project was in good hands.

Additionally, Greg went out of his way to take care of many small details, such as, minor complaints from homeowners to remove two dead deer at our entrance early one Monday morning, before we could even arrange for their removal. Of course, Greg did all of this with the communities' best interest in mind.

On behalf of the Lakeshore Pointe Homeowners Association, it has been a pleasure working with the Water Authority and Greg Tatara, and are pleased to take this opportunity to thank you all for a great experience.

Sincerely,



Lakeshore Pointe Homeowners Association
Board of Directors

Hats off to crew from Genoa Township

A big thank-you to Genoa Township workers Pat Stead, Jim Frakes, Travis Curtis and Mike Archinal for responding so quickly about our dead trees. They really worked hard on a hot summer day. Hats off to hardworking Americans.

Pete and Elise Turgeon
Brighton