### **GREEN OAK CHARTER TOWNSHIP**

10001 Silver Lake Road, Brighton Michigan 48116 (810) 231-1333 FAX (810) 231-5080

Regular Board Meeting, February 3, 2016 7:00 p.m.

- 1. Call to Order
- Pledge of Allegiance to Flag
- Roll Call of the Board
- 4. Approval of the Agenda
- Public Comment, Agenda Related Items Only.
- 6. Consent Agenda
  - a) Approval of the January 6, 2016 Regular Board Meeting Minutes
  - b) Approval of the submitted bills list, \$166,134.68
- 7. Department Head Reports & Requests
- 8. Public Hearing:
  - 1. Public Hearing on Briggs Lake Weed Control SAD
  - 2. Public Hearing on Recreation Master Plan
- 9. Business Items
  - A. Second Amendment to Kensington Pines Industrial Park
  - B. South Lyon Area Youth Assistance
  - C. Ordinance Number 01-2016, Gas Franchise Ordinance Renewal for Consumers Energy
  - D. Resolution 03-2016 Nichwagh Lake Estates Road Improvement
  - E. Post Lane Road Paving Funding Question
  - F. Human Resources Service
  - G. Resolution 04-2016 Recreation Master Plan
- 10. Discussion: As needed
- 11. Committee Reports: As needed
- 12. Executive Session: If Needed
- 13. Public Comment
- 14. Adjournment

### GREEN OAK CHARTER TOWNSHIP BOARD POLICY

Subject: Public Comment

Date adopted: AMENDED:

October 7, 1997 December 15, 1999

### Reason:

To set a procedure for public comment which is equitable to all citizens who wish to comment at Public meetings and to form a policy that promotes orderly conduct of business by the Township Board

### Policy:

### Call to the Public:

- 1. Public Comment is limited to Call to the Public section on the agenda.
- 2. Call to the Public is limited to three (3) minutes per speaker, unless otherwise determined by the Township Board based on the number of persons wishing to speak.
- 3. Written material should be presented to the Township Board rather than read if it would exceed the 3-minute limit.
- 4. Comments and questions are to be addressed to the Chairperson, rather than to other individuals in the audience.

### **Public Hearing:**

- 1. Comment is limited to three (3) minutes per speaker, unless otherwise determined by the Township Board based on the number of persons wishing to speak.
- 2. Written material should be presented to the Township Board rather than read if it would exceed the three (3) minute limit.
- 3. Comments and questions are to be addressed to the Chairperson, rather than to other individuals.

1	Green Oak Charter Township						
2	Board of Trustees						
3	Regular Meeting Minutes						
4	January 6, 2016						
	oandary 0, 2010						
5	Dall Call Company						
6	Roll Call – Susan Daugherty, Treasurer, Tracey Edry, Trustee, Richard Everett,						
7	Trustee, Rollin Green, Trustee, Michael Sedlak, Clerk, Mark St. Charles, Supervisor,						
8	Jim Tuthill, Trustee						
9							
10	Absent: Jim Tuthill, Trustee						
11							
12	Guests: 7						
13							
14	APPROVAL OF AGENDA						
15	Motion by Edry, second by Daugherty						
16	To approve the agenda as presented.						
17	The second and the second and						
18	Voice Vote: Ayes: Unanimous						
19	Nays: None						
20							
21	MOTION APPROVED						
22							
23 24	PUBLIC COMMENT						
25	1 OBEIO GOMMENT						
26	Walt Ernst - He was surprised by the billboard, it is overpowering and very bright. He						
27	would like to stop the billboards, they don't need them and it leads to more degradation						
28	of the area.						
29							
30	APPROVAL OF CONSENT AGENDA						
31	4. Approval of the December 40, 0045 December 30, 11 At 11						
32	Approval of the December 16, 2015 Regular Board Meeting Minutes     Approval of the December 2, 2015 Executive Section Minutes						
33 34	<ol> <li>Approval of the December 2, 2015 Executive Session Minutes</li> <li>Approval of the submitted bills list in the amount of \$447,539.45</li> </ol>						
35	o. Approval of the submitted bills list in the amount of \$447,008.40						
36	Motion by Daugherty, second by Edry						
37	To approve the Consent Agenda as presented.						
38							
39	Voice Vote: Ayes: Unanimous						
40	Nays: None						
41							
42	MOTION APPROVED						
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45 Treasurer – None

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- 46 <u>Clerk</u> Clerk Sedlak reported the ballots have been approved for the Presidential
- 47 Primary and those will be printed and will be tested soon.
- 48 <u>Supervisor</u> –Supervisor St. Charles reported the administrator is currently reviewing all
- special approval uses that have been granted for compliance, so far there are several
- that she is working to bring into compliance. There are some that are not in compliance
- and could be coming to the Township Board about revoking those. Senate Bill 571 is a
- 52 bill that was brought into the Senate just before Christmas. The approval of this bill bars
  - the Township from decimating any information 60 days prior to an election. It was not
- vetted in the public or on the floors, there was no discussion it was just passed. The
- Governor signed this bill this afternoon. This is a bill that strips the Township from
  - answering questions from the residents. There is no transparency on this item and it is
  - a violation of rights. Clerk Sedlak stated that he has every intention of putting forward
  - non biased information to the public after the 60 day time limit.

### **BUSINESS ITEMS**

### A. Resolution 01-2016, Extend Billboard Moratorium

Mr. Moran, Planning Commission Chair, explained the company that erected the billboard was about 3 months behind, as it became operational there has not been a completion of the landscape. The initial plan was once the board was operational they would look at the limits for the light for day and night operations, and those limits were set and automatic. They need some time because they planned to have the first draft of the Sign Ordinance at the second meeting of the Planning Commission. Once the changes in the overall Sign Ordinance are completed it will go to the County so they need the extended time to keep them on track to address the digital billboard. The intention is to limit billboards and not allow a significant more. When the applicant applied they had to address it and minimize the impact to the Township.

Mr. Moran explained it was our general understanding that the sign wouldn't be turned on until it was complete. From a building code perspective there wasn't anything that said that it couldn't be turned on. They did bond for the completion of the job. Allowed the billboard to proceed to the special conditions to the permit that was submitted, to get to that point they did a lot of research and they used an ordinance from Quebec as a draft and the manufacture agreed to use the settings in the panels, these signs at night are the dimmest than any you would see in Michigan.

Motion by Edry, second by Daugherty
To adopt Resolution 01-2016 Resolution to re-establish and extend the moratorium on the issuance of approvals or permits for billboards for an additional 180 days.

Roll Call Vote: Ayes: Unanimous

Nays: None

**MOTION APPROVED** 

92				
93				
94	B. Contract Renewal for Civil Engineering Solutions, Inc.			
95				
96	Ms. Zawada explained that she is requesting a 3 year contract extension as well as a			
97	fee increased. This is the first request to increase the fee since the original contract.			
98				
99	Supervisor St. Charles stated that he has enjoyed working with Ms. Zawada and her			
100	firm and the work has been superb.			
101	•			
102	Motion by Everett, second by Edry			
103	To approve the contract as submitted by CES and direct the Supervisor			
104	and Clerk to sign the contract dated 12/21/2015			
105				
106	Roll Call Vote: Ayes: Unanimous			
107	Nays: None			
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109	MOTION APPROVED			
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112	Supervisor St. Charles explained that Hoffman Brothers was scheduled to give them a			
113	price to clearing the 5 acre parcel that was deeded to the Township on Whitmore Lake			
114	Road. They will need to see how much fill will be needed and get it in a saleable or			
115	usable shape. MDEQ wetlands have been possibly identified. A determination shall be			
116	made in the near future. They are a few easements away from being done regarding			
117	the Rushton Road paving. If they want to do land clearing on the trail they have to clear			
118	the brush and trees out by March 31 or it's not done until October due to the bat			
119	habitats.			
120	C Papalutian 02 2016 Britana Laka Waad Cantual Consist Assessment Birtist			
121	C. Resolution 02-2016, Briggs Lake Weed Control Special Assessment District			
122 123	Supervisor St. Charles explained that the tabulations and signatures were turned in.			
123	The petitions have been signed by the record owners of 68.75% of the benefit units			
125	within the boundaries as described upon the petition. There are 112 properties in the			
126	district and 77 have signed in the affirmative. It was expanded to include non-riparian			
127	users. This will set the time and date for the first public hearing which is set for			
128	February 3, 2016.			
129	1 oblidary 0, 2010.			
130	Motion by Sedlak, second by Edry			
131	To adopt Resolution 02-2016 First Resolution regarding certain proposed			
132	weed control improvements with Briggs Lake Weed Control Special			
133	Assessment District 2015.			

134 135

Ayes: Unanimous Nays: None **Roll Call Vote:** 

136 137 138

**MOTION APPROVED** 

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141	COMMITTEE REPORTS
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143	Trustee Everett brought the Board up to date regarding the updates of the old Township
144	Hall. Also, the closing of the Gomez property will be next week.
145	
146	Supervisor St. Charles stated he has emailed Mr. Malek regarding the installation of the
147	sound system/video equipment.
148	
149	Motion by Sedlak, second by Edry
150	To re-open the agenda.
151	
152	Voice Vote: Ayes: Unanimous
153	Nays: None
154	
155	MOTION APPROVED
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158	Motion by Sedlak, second by Edry
159	To move number 12 after item 10 and before item 11.
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161	Voice Vote: Ayes: Unanimous
162	Nays: None
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164	MOTION APPROVED
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166	
167	Motion by Sedlak, second by Everett
168	To close the agenda.
169	Volos Votes, Assau Haguinesus
170	Voice Vote: Ayes: Unanimous
171	Nays: None
172 173	MOTION APPROVED
174	MOTION APPROVED
175	
176	PUBLIC COMMENT
177	TOBETO COMMENT
178	Dan Whalahan- He stated he has lived in Green Oak for 8 years and he is the Chair of
179	Livingston County Republicans. He thanked Trustee Green for reading the text of the
180	bill and he stated the bill does go too far although there have been issues that have
181	abused the education in information. He took offense when he heard Supervisor St.
182	Charles say to the press that he was ashamed to be a republican. In his 14 years being
183	active in the party and his two terms as Chair he hasn't seen Supervisor St. Charles at
184	their events. He thought people that are saying they are ashamed should show up to
185	their events before talking on the radio or call him.

186			
187	Supervisor St. Cha	arles asked that Mr. Whalahan call him when l	he has an opportunity
188		arles explained that he was a paid member ar	
189	renewal, or any co	prrespondence as to where the events are he	felt they could start on a
190	path to be better in		ion may obtain out on a
191	p =		
192	Walt Ernst – He w	ould like to ask for money for Meals on Wheel	Is He commented that
193		ppeared from his yard and he wants them sin	
194	mosquitoes.	ppeared from the yard and the marke them on	oo aloy out all alo
195	mooquitooor		
196	Supervisor St. Cha	arles closed the public comment period at 7:47	7 p.m. due to no further
197	comments.	and didded the public common policy at 1.11	p.m. ado to no farther
198			
199	EXECUTIVE SES	SION: For the purpose of the purchase of r	eal property
200			ca. proporty
201	Motion by	Sedlak, second by Edry	
202		the regular Board meeting into Executive	Session at 7:49 p.m.
203			coordinate in the pinning
204	Roll Call Vote:	Ayes: Unanimous	
205		Nays: None	
206		CONTROL OF THE CONTRO	
207			<b>MOTION APPROVED</b>
208			
209			
210	Motion by I	Edry, second by Daugherty	
211	To resume	the regular Board meeting at 8:27 p.m.	
212		,	
213	Voice Vote: Ayes	: Unanimous	
214		Nays: None	
215			
216			<b>MOTION APPROVED</b>
217			
218			
219		Green, second by Edry	
220	To proceed	as directed in the Executive Session.	
221			
222	Roll Call Vote:	Ayes: Unanimous	
223		Nays: None	
224			
225			MOTION APPROVED
226			
227	AD IOLIDAIRADAD		
228	<u>ADJOURNMENT</u>		
229	D.1	D. C.	
230	Being no further bu	isiness the Board of Trustees meeting was ad	ljourned at 8:27 p.m.
231			
232			

233		
234	Respectfully Submitted,	
235		
236	Kellie Angelosanto	
237		
238	Kellie Angelosanto	
239	Recording Secretary	
240		
241		
242	Approved as submitted February 3, 2016	
243		
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245		
246	Michael H. Sedlak, CMC	Mark St. Charles
247	Township Clerk	Township Supervisor
248		
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# Total Bills List \$166,134.68

Page: 1/1

CHECK PROOF FOR GREEN OAK CHARTER TOWNSHIP

CHECK DATE: 01/22/2016 INVOICE PAY DATE FROM 01/22/2016 TO 01/22/2016 BANK CODE: OKB

User: SUSAN DB: Green Oak Townshi

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Credit Total Invoice Total 110.00 U.S. DEPARTMENT OF STATE Vendor Name Vendor Code US DEPTSTA 00000026800 Check # Bank OKB 01/21/2016 Check Date

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56800 Amount Check 110.00 110.00 110.00 Due Date 01/21/16 Fund 101 GENERAL FUND Dept 215 CLERK'S DEPARTMENT 101-215-631.100 Passport Application Fee U.S. DEPARTMENT OF ST PASSPORT: ALAYNA E. ANGELOSANTO, D 01/21/2016 Invoice Total For Dept 215 CLERK'S DEPARTMENT Total For Fund 101 GENERAL FUND Invoice Desc. Vendor Inv. Line Desc GI Number

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01/20/2016	OKB	00000056799	BROCK	BROCK & ASSOCIATES INC.		67,689.45	00.00	67,689.45	н
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GL Number	Fund 101 GENERAL FUND Dept 215 CLERK'S DEPARTMENT 101-215-631.100 Passp		Dept 442 PUBLIC IMP 101-442-805.379		

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Amount Check 67,799.45 67,799.45 Due Date Invoice Fund 101 GENERAL FUND Total For All Funds: Invoice Desc. Fund Totals: Vendor

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01/14/2016 OKB	00000056731	ACE	GREAT LAKES ACE HARDWARE	69.64	00.00	69.64	ī
01/14/2016 OKB	00000056732	ADP, INC	ADP, LLC	398.00	00.00	398.00	m
		ALLIEBROS	ALLIE BROTHERS, INC.	101.19	00.0	101.19	н
01/14/2016 OKB		ANGELO'S	ANGELO'S WHOLESALE SUPPLIES, INC	343.00	00.0	343.00	н
01/14/2016 OKB		APPLIED IM	APPLIED IMAGING	78.62	00.00	78.62	ч
		ARBOR	ARBOR SPRINGS WATER	105.00	00.0	105.00	2
01/14/2016 OKB	00000056737	AT&T ADVER	YP	67.00	00.00	67.00	2
01/14/2016 OKB	00000056738	AUTO VALUE	AUTO-WARES GROUP	404.97	00.0	404.97	71
01/14/2016 OKB	00000056739	B & N LAWN	B & N LAWN AND SNOW INC	70.00	00.00	70.00	Ţ
01/14/2016 OKB		BIG BARNEY	BIG BARNEY	450.00	00.00	450.00	Н
01/14/2016 OKB	00000056741	BOUND TREE	BOUND TREE MEDICAL, LLC	191.73	00.00	191.73	٦
01/14/2016 OKB	00000056742	BRAKE, R	RANDALL 1. AND DEBORAH M. BRAKE	2,400.00	00.0	2,400.00	н
01/14/2016 OKB	00000056743	CHARTER CO	CHARTER COMMUNICATIONS	273.45	00.00	273.45	62
01/14/2016 OKB	00000056744	CHASE	CHASE CARD SERVICES	3,105.12	00.00	3,105.12	п
01/14/2016 OKB	00000056745	CHEMCO	CHEMCO PRODUCTS INCORPORATED	1,443.00	00.00	1,443.00	Ħ
01/14/2016 OKB	00000056746	CIVIL ENG	CIVIL ENGINEERING SOLUTIONS, INC.	28,347.74	0.00	28,347.74	ω
01/14/2016 OKB	00000056747	CLS	CLS	92.70	00.00	92.70	Н
01/14/2016 OKB	00000056748	CMP	C.M.P. DISTRIBUTORS, INC.	5,846.60	0.00	5,846.60	н
01/14/2016 OKB	00000056749	COMCAST	COMCAST	89.85	00.00	89.85	H
01/14/2016 OKB	00000086750	CONCRETE	CONCRETE CONSTRUCTION, INC.	44,835.00	00.00	44,835.00	ч
		CONSUMERS	CONSUMERS ENERGY	266.48	00.00	266.48	el
01/14/2016 OKB	00000056752	CORRIGAN	CORRIGAN	2,697.27	00.00	2,697.27	61
01/14/2016 OKB	00000056753	COSICO	CAPITAL ONE COMMERCIAL	297.00	00.0	297.00	н
01/14/2016 OKB	00000056754	CSI LEASIN	CSI LEASING, INC.	1,500.00	00.00	1,500.00	2
01/14/2016 OKB	00000086755	DELAU FIRE	DELAU FIRE SERVICES, INC.	41.00	00.00	41.00	П
01/14/2016 OKB	00000056756	DIE ENERGY	DIE ENERGY	5,924.12	00.00	5,924.12	តាំ
01/14/2016 OKB	00000056757	ER VEHICLE	EMERGENCY VEHICLES PLUS	1,986.30	00.00	1,986.30	2
01/14/2016 OKB	00000056758	ESRI, INC	ENVIRONMENTAL SYSTEMS, ESRI, INC.	1,600.00	00.00	1,600.00	н
01/14/2016 OKB	00000056759	EVERETT, R	RICHARD EVERETT	36.18	00.00	36.18	н
01/14/2016 OKB	00000056760	FALLERT ME	FALLERT MECHANICAL, INC.	410.00	00.0	410.00	ч
01/14/2016 OKB	00000056761	FIRE SERVI	FIRE SERVICE MANAGEMENT	76.00	00.00	76.00	e e
01/14/2016 OKB	00000056762	GALLS	GALLS, LLC	139.95	00.00	139.95	ਜ
01/14/2016 OKB	00000056763	STS	GLG BY DESIGN, LLC	575.00	00.00	575.00	ਜ
01/14/2016 OKB	00000056764	GNOAK UTIL	GREEN OAK CHARTER TOWNSHIP	90.00	00.00	00.06	H
01/14/2016 OKB	00000056765	GURSKI, K	KEVIN GURSKI	300.00	00.00	300.00	H
01/14/2016 OKB	00000056766	HASTINGS	HASTINGS AIR-ENERGY CONTROL, INC	350.21	00.00	350.21	н
01/14/2016 OKB	00000056767	HEINOWSKI	HEINOWSKI APPRAISAL/ CONSULTING LLC	5,269.00	00.0	5,269.00	m
01/14/2016 OKB	00000056768	HIGHLAND T	HIGHLAND TREATMENT INC.	10,517.07	00.00	10,517.07	m
01/14/2016 OKB	00000086769	HOGAN, AL	AL HOGAN	1,040.00	00.00	1,040.00	୍କ
01/14/2016 OKB	00000086770	J & B MEDI	J & B MEDICAL SUPPLY, INC.	80.606	00.00	80.606	61
01/14/2016 OKB	00000056771	JEMS	JEMS	24.00	00.00	24.00	F
01/14/2016 OKB	00000056772	JEWELL, W	WAYNE JEWELL	701.25	00.00	701.25	н

CHECK PROOF FOR GREEN OAK CHARTER TOWNSHIP

Total Amount # Invoices Credit Total CHECK DATE: 01/14/2016 INVOICE PAY DATE FROM 01/14/2016 TO 01/14/2016 Invoice Total Vendor Name BANK CODE: OKB Vendor Code Check # 01/14/2016 10:20 AM User: SUSAN DB: Green Oak Townshi Bank Check Date

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01/14/2016	OKB	00000056773	JOHNSON, D	DOUGLAS E. AND GLORIA C. JOHNSON	9,287.00	00.00	9,287.00	1
01/14/2016	OKB	00000056774	KANGAS, R	RICK KANGAS	2,383.75	0.00	2,383.75	2
01/14/2016	OKB	00000056775	KCI	KCI	374.92	00.0	374.92	н
01/14/2016	OKB	97795000000	KEDZIERSKI	TIM KEDZIERSKI	248.83	00.00	248.83	2
01/14/2016	OKB	77795000000	KLINE, J	JAMES M. KLINE	300.00	00.00	300.00	1
01/14/2016	OKB	00000056778	IC EMS	LIVINGSTON COUNTY EMS	18.00	00.0	18.00	ч
01/14/2016	OKB	67795000000	LCFA	LIVINGSTON COUNTY FIRE CHIEFS ASSOC	50.00	00.00	50.00	7
01/14/2016	OKB	00000056780	LCTREASUR	LIVINGSTON COUNTY TREASURER	552.50	00.00	552.50	ч
01/14/2016	OKB	00000056781	LIVGCTYINF	LIVINGSTON COUNTY INFO TECHNOLOGY	00.006	00.00	900.00	н
01/14/2016	OKB	00000056782	MAP	MICHIGAN ASSOCIATION OF POLICE	632.71	00.00	632.71	н
01/14/2016	OKB	00000056783	MARTIN'S D	MARTIN'S DO IT BEST HARDWARE	45.89	00.00	45.89	Н
01/14/2016	OKB	00000056784	MFM NETWOR	MFM NETWORKS, INC.	1,607.00	00.00	1,607.00	2
01/14/2016	OKB	00000056785	OFFICE MAX	OFFICE MAX CONTRACT INC.	327.01	00.0	327.01	н
01/14/2016	OKB	00000056786	REDICARE	REDICARE PARTNERS PLIC	2,049.00	00.0	2,049.00	2
01/14/2016	OKB	00000056787	SAFETY-KLE	SAFETY-KLEEN	370.35	00.00	370.35	н
01/14/2016	OKB	00000056788	SOTO, M	MILTON R. SOTO AND MIRTA T. SOLER	17,037.00	00.00	17,037.00	н
01/14/2016	OKB	00000056789	TERMINIXWA	TERMINIX PROCESSING CENTER	142.00	00.00	142.00	. 23
01/14/2016	OKB	00000056790	THIN BLUE	THIN BLUE LINE	34.31	00.00	34.31	Н
01/14/2016	OKB	00000056791	TITAL	TITAL PROPANE 5812	502.15	00.00	502.15	۲
01/14/2016	OKB	00000056792	TOWING	CORRIGAN TOWING	230.50	00.00	230.50	н
01/14/2016	OKB	00000056793	URG	UTILITY RESOURCE GROUP, LLC	163.78	00.0	163.78	н
01/14/2016	OKB	00000056794	VZW	VERIZON WIRELESS	743.07	00.00	743.07	н
01/14/2016	OKB	00000056795	WASTE MGT	WASTE MANAGEMENT OF MICHIGAN	878.37	00.0	878.37	2
01/14/2016	OKB	00000056796	WRIGHTEXPR	WEX BANK	2,287.02	00.00	2,287.02	н
01/14/2016	OKB	00000056797	ZIRKLE, LAR	LARRY ZIRKLE	510.00	00.0	510.00	н
Num Checks: 67	7	Num Stubs: 0	0	Num Invoices: 94 Total Amount: 165,137.68	φ.			

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## INVOICE GL DISTRIBUTION REPORT FOR GREEN OAK CHARTER TOWNSHIP INVOICE DUE DATES 01/14/2016 - 01/14/2016 JOURNALIZED

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	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
& REVENUES DUE TO UNION I	UDES DUE TO LIVINGSTON COUNTY UNION DUES PAYABLE	LIVINGSTON COUNTY TRE MICHIGAN ASSOCIATION	DOG LICENSES -35 UNION DUES	01/08/2016	01/14/16 01/14/16	552.50 632.71	56780
			Total For Dept 000 ASSETS & REVENUES	ES		1,185.21	
BOARD WEBSITE 1 HISTORIC HISTORIC HISTORIC	WEBSITE MAINTENANCE HISTORIC TOWNSHIP HALL HISTORIC TOWNSHIP HALL HISTORIC TOWNSHIP HALL	CHASE CARD SERVICES CHASE CARD SERVICES RICHARD EVERETT GLG BY DESIGN, LLC	DEPARTMENT HEAD CHARGES DEPARTMENT HEAD CHARGES OUT OF POCKET EXPENSES CABINET INSTALLATION	01/12/2016 01/12/2016 01/06/16 131104	01/14/16 01/14/16 01/14/16 01/14/16	294.00 316.71 36.18 575.00	56744 56744 56759 56753
			Total For Dept 101 TOWNSHIP BOARD		1	1,221.89	
DEPARTMENT FILE JACKETS COMPUTER MAI CELLULAR PHO	DEPARTMENT FILE JACKETS COMPUTER MAINT/REPAIR/SO CELLULAR PHONE EXPENSE	OFFICE MAX CONTRACT ENVIRONMENTAL SYSTEMS VERIZON WIRELESS	OFFICE SUPPLIES GIS SOFTWARE SUPPORT CELL PHONES ALL DEPARTMENTS	326963 93079690 9757780794	01/14/16 01/14/16 01/14/16	47.46 300.00 61.83	56785 56758 56794
			Total For Dept 171 SUPERVISOR'S DEPARTMENT	PARTMENT		409.29	
DEPARTN	DEPARTMENT OPERATING SUP	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	476.90	56744
			Total For Dept 191 ELECTIONS			476.90	
DEPARTMENT CONTRACTED CONTRACTED CONTRACTED COMPUTER MP TAX/ASS. RC CELLULAR PH TWIST-ERASE	CONTRACTED SERVICES CONTRACTED SERVICES CONTRACTED SERVICES COMPUTER MAINT/REPAIR/SO TAX/ASS. ROLL PREPARATIO CELLULAR PHONE EXPENSE TWIST-ERASE MECHANICAL P	HEINOWSKI APPRAISAL/ HEINOWSKI APPRAISAL/ HEINOWSKI APPRAISAL/ ENVIRONMENTAL SYSTEMS KCI VERIZON WIRELESS OFFICE MAX CONTRACT	APPRAISAL SERVICES/PIN #4716-36-10 APPRAISAL SERVICES/PIN #4716-29-20 APPRAISAL SERVICES/PIN #4716-36-10 GIS SOFTWARE SUPPORT PERSONAL PROPERTY STATEMENTS CELL PHONES ALL DEPARTMENTS OFFICE SUPPLIES	15-048 15-049 16-001 93079690 249386 9757780794	01/14/16 01/14/16 01/14/16 01/14/16 01/14/16 01/14/16	1,733.00 2,666.00 870.00 300.00 374.92 61.83	56767 56767 56758 56758 56775 56794
			Total For Dept 209 ASSESSOR'S DEPARTMENT	RIMENT		6,027.65	
DEPARTMENT CASIO CP PAYROLL PAYROLL PAYROLL	MENT CASIO CALCULATOR PAYROLL PROCESSING FEE PAYROLL PROCESSING FEE PAYROLL PROCESSING FEE	OFFICE MAX CONTRACT ADP, LLC ADP, LLC	OFFICE SUPPLIES PAY PROC PER END 12/19/15 PAY PROC PER END 12/31/15 PAY PROC PER END 01/02/2016	326963 465904270 466246716 466485695	01/14/16 01/14/16 01/14/16 01/14/16	38.48 189.40 104.70 103.90	56785 56732 56732 56732
CELLULA	CELLULAK PHONE EXPENSE POSTAGE	VERIZON WIRELESS CHASE CARD SERVICES	CELL PHONES ALL DEPARTMENTS DEPARTMENT HEAD CHARGES	9757780794 01/12/2016	01/14/16 01/14/16	101.84	56794 56744
			Total For Dept 215 CLERK'S DEPARTMENT	INI		634.27	
DEPARTMENT OFFICE SI	SPARTMENT OFFICE SUPPLIES	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	20.12	56744
			Total For Dept 253 TREASURER'S DEPARTMENT	ARTMENT	1	20.12	
OUNDS DEPAR CONTRACTED CONTRACTED LAWN/SNOW G GASOLINE AN BOTTLED DRI DEPARTMENT BUILDING ME BUILDING ME	GROUNDS DEPARTMENT CONTRACTED SERVICES CONTRACTED SERVICES LAWN/SNOW CONTRACT GASOLINE AND OIL BOTTLED DRINKING WATER DEPARTMENT OPERATING SUP BUILDING MAINT. SUPPLIES BUILDING MAINT. SUPPLIES	TERMINIX PROCESSING C WASTE MANAGEMENT OF M B & N LAWN AND SNOW I CAPITAL ONE COMMERCIA ARBOR SPRINGS WATER ANGELO'S WHOLESALE SU GREAT LAKES ACE HARDW BIG BARNEY CLS	PEST CONTROL SERVICES #389-0059222-1389-6 HISTORICAL BUILDING/SNOW PLOWING SUPPLIES/ACT NO 7003-7311-0005-88 TOWNSHIP HALL WATER SALT FOR TOWNSHIP SUPPLIES/ACCT NO 200256 CHLORIDE TWP HALL RUGS	01/08/2016 7444350-1389-4. 852918 01/11/2016 1594689 416619 01/12/2016	01/14/16 01/14/16 01/14/16 01/14/16 01/14/16 01/14/16 01/14/16	74.00 228.63 70.00 175.55 46.64 343.00 450.00	56789 56795 56739 56733 56736 56734 56734

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INVOICE GL DISTRIBUTION REPORT FOR GREEN OAK CHARTER TOWNSHIP INVOICE DUE DATES 01/14/2016 - 01/14/2016
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND Dept 265 BUILDING & G 101-265-933.000	GENERAL FUND BUILDING & GROUNDS DEPARTMENT 133.000 BUILDING REPAIR EXPENSE	GREAT LAKES ACE HARDW	SUPPLIES/ACCT NO 200256	01/12/2016			56731
			Total For Dept 265 BUILDING & GROU	GROUNDS DEPARTMENT		1.492.81	
Dept 299 UNALLOCATED DEPARTMENT	DEPARTMENT					1	
101-299-727 000	OFFICE SUPPLIES		SUPPLIES/ACCT NO 7003-7311-0005-88	01/11/2016	01/14/16	19.49	56753
101-299-804 200	COMPILED MAINE DEDAID (SO	CELCE MAX CONTRACT	OFFICE SUPPLIES	326963	01/14/16	161.03	56785
000 048-080-101	METERION THEN TELEVISION	ENVIRONMENTAL SYSTEMS	GIS SOFTWARE SUPPORT	93079690	01/14/16	400.00	56758
000.000.000	CELEFICINE EXPENSE	Y Y	LIVINGSTON COUNTY DIRECTORY	01/12/2016	01/14/16	37.00	56737
000.078-202-101	GASOLINE AND OIL	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	32.91	56744
000.000.000.101	GASOLINE AND OLL	CAPITAL ONE COMMERCIA	SUPPLIES/ACCT NO 7003-7311-0005-88	01/11/2016	01/14/16	37.00	56753
000.000	FUBLICAL TONS		LIVINGSTON COUNTY INTERNET	01/08/2016	01/14/16	30.00	56737
101 000 000 101	II. LEASE	LEASING,	CONTRACT 215226-018	RT00113275	01/14/16	750.00	56754
101-200-070	IT LEASE	CSI LEASING, INC.	CONTRACT 215226-018	RT00114114	01/14/16	750.00	56754
101-233-3/0.003	II LEASE	MFM NETWORKS, INC.	JANUARY BACKUP SERVICE	4296	01/14/16	649.00	56784
			Total For Dept 299 UNALLOCATED DEP	DEPARTMENT		C 866 A3	
Dept 371 BITT.DING &	PONTNG DEPARTMENT					000011	
5	COMPUTER MAINT/REPAIR/SO	ENVIENDAT. SYSTEMS	ETS SOFTWARE GIRDAGE		, , ,	6	
101-371-850,001	CELLIII.AR PHONE EXPENSE	VEDTOCK WIDELESS	OFIT DECOMES ATT THE COMMENT	930/9690	01/14/10	300.00	56758
101-371-870 000	THO CINE SINCE	MENT SON WINELESS	CELL FRONES ALL DEPARTMENTS	9/5//80/94	01/14/16	62.37	56794
, , , , , , , , , , , , , , , , , , ,	GASOLINE AND OLD	WEX BANK	GAS/ACCT NO 0454-00-637208-0	43493302	01/14/16	56.09	56796
			Total For Dept 371 BUILDING & ZONI	ZONING DEPARTMENT		418.46	
	IMPROVEMENT & MAINTENT						
101-442-804.370	NON MOTORIZED TRAILS	CIVIL ENGINEERING SOL	TRAIL EASEMENTS/LEMEN RD PATHWAY	2194	01/14/16	1.182.50	56746
101-442-805.373	NON MOTORIZED TRAIL CONS	CIVIL ENGINEERING SOL	DESIGN WORK	2189	01/14/16	18 172 24	27.79
101-442-805.373	NON MOTORIZED TRAIL CONS	CIVIL ENGINEERING SOL	DESIGN WORK/FIELDCREST PATH S.	2197	01/14/16	10,470	97795
101-442-805.374	NEW SIDEWALKS CONSTRUCTI	CIVIL ENGINEERING SOL		2190	91/71/10	1 376 50	27725
101-442-805.374	NEW SIDEWALKS CONSTRUCTI	CIVIL ENGINEERING SOL	GRAND RIVER SIDEWALK E.	2195	01/14/16	00.007	37734
101-442-805.374	NEW SIDEWALKS CONSTRUCTI	CONCRETE CONSTRUCTION		13314	91/71/10	00.35.77	000000000000000000000000000000000000000
101-442-805.376	TOWNSHIP HALL STANDBY PO	CIVIL ENGINEERING SOL	CONSTRUCTION ADMIN/REVIEW OWNERS M	2188	91/71/10	00.000	00.00
				0	01/11/10	00.	0 7 0 0
			Total For Dept 442 PUBLIC IMPROVEMENT & MAINTENT	INT & MAINTENT		68,425.24	

83,178.27

Total For Fund 101 GENERAL FUND

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INVOICE GL DISTRIBUTION REPORT FOR GREEN OAK CHARTER TOWNSHIP INVOICE DUE DATES 01/14/2016 - 01/14/2016
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 206 SPECIAL FIRE FUND	RE FUND						
000-804.000	* NEVENOES CONTRACTED SERVICES	CHARTER COMMINICATION	21/10/50 Hamm 50/10 managemin da	7 100,00,10		;	
206-000-804.000				01/08/2016	01/14/16	135.00	56743
206-000-804.000	CONTRACTED SERVICES		11411 GRAND RIVER RD	01/08/2016	01/74/10	138.45	56/43
206-000-804.000	CONTRACTED SERVICES	DELAU FIRE SERVICES,	TANKE	32086	01/14/16	00.69	70743
206-000-804.000		FIRE SERVICE MANAGEME	UNIFORM CLEANING/REPAIR	12546	01/14/16	00.14	567.00
206-000-804.000	CONTRACTED SERVICES	REDICARE PARTNERS PLL	SERVICES	152412	01/14/16	1.022.00	56786
206-000-804.000		REDICARE PARTNERS PLL	SERVICES	151612	01/14/16	1.027.00	56786
206-000-804.000		SAFETY-KLEEN	SERVICES	68836662	01/14/16	370.35	56787
206-000-804.000		TERMINIX PROCESSING C	PEST CONTROL	01/08/2016	01/14/16	68.00	56789
206 000 804 000				27825-1	01/14/16	230.50	56792
206 000 804 000		OF		7444349-1389-6	01/14/16	152.39	56795
2001-804	CONTRACTED SERVICES	WASTE MANAGEMENT OF M	SERVICES #389-0059222-1389-6	7444350-1389-4.	01/14/16	280.71	56795
000-804-700	COMPUTER MAINT/REPAIR/SO	ENVIRONMENTAL SYSTEMS	GIS SOFTWARE SUPPORT	93079690	01/14/16	300.00	56758
200 000 000	COMPUTER MAINT/REPAIR/SO	MFM NETWORKS, INC.		4135	01/14/16	00.09	56784
200 988 988 988	DOES	LIVINGSTON COUNTY FIR	2016 FIRE CHIEFS ASSOCIATION DUES	16-0008	01/14/16	50.00	56779
200-829.001		CHASE CARD SERVICES		01/12/2016	01/14/16	321.74	56744
206-000-850,001		VERIZON WIRELESS	CELL PHONES ALL DEPARTMENTS	9757780794	01/14/16	272.84	56794
206-000-8/0.000		CORRIGAN	FUEL	6177972-IN	01/14/16	841.86	56752
206-000-870.000	GASOLINE AND OIL	CORRIGAN	FUEL	6177971-IN	01/14/16	1,855.41	56752
206-000-870.000	GASOLINE AND OIL	WEX BANK	GAS/ACCT NO 0454-00-637208-0	43493302	01/14/16	12.66	56796
206-000-900.003		JEMS	FIRE PERIODICALS	01/08/2016	01/14/16	24.00	56771
206-000-920.000	NATURAL GAS & HEATING OI	>-	9384 WHITMORE LAKE ROAD	204385706084	01/14/16	266.48	56751
200-328.000	OPERATING	GREAT LAKES ACE HARDW	NO	01/12/2016	01/14/16	57.35	56731
206-000-928.000	DEPARTMENT OPERATING SUP	2	SUPPLIES/ACCT NO 7003-7311-0005-88	01/11/2016	01/14/16	64.96	56753
200-928.002	UNIFORMS	ALLIE BROTHERS, INC.	UNIFORMS/JOSEPH HAHN	58436	01/14/16	101.19	56733
206-000-928.005		BOUND TREE MEDICAL, L		82011975	01/14/16	191.73	56741
200-928.005		cs		2545670	01/14/16	222.72	56770
206-000-928.005		J & B MEDICAL SUPPLY,	MEDICAL SUPPLIES	2657025	01/14/16	686.36	56770
206-000-928.005	MEDICAL SUPPLIES	LIVINGSTON COUNTY EMS		2015-852	01/14/16	18.00	56778
208-000-928.120	INSPECTOR UNIFORMS	TIM KEDZIERSKI	UNIFORMS/OUT	5262053-1	01/14/16	80.52	56776
206-000-928.IZ0	INSPECTOR UNIFORMS		INSPECTOR UNIFORMS/OUT OF POCKET	01/08/2016	01/14/16	168.31	56776
206-000-933.000	BUILDING REPAIR EXPENSE	HASTINGS AIR-ENERGY C	REGULATOR/GRABBER	159518	01/14/16	350.21	56766
206-000-936.000	REPAIR		VEHICLE REPAIR	258-443499	01/14/16	269.98	56738
206-000-936.000	REPAIR		VEHICLE REPAIR	258-443553	01/14/16	134.99	56738
206-000-936.000	REPAIR	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	435.00	56744
206-000-936.000	REPAIR	E)	VEHICLE REPAIR/T83	011409	01/14/16	501.48	56757
206-000-936.000	VEHICLE REPAIR EXPENSE	C VEHICLES E	VEHICLE REPAIR/T83	011410	01/14/16	1,484.82	56757
206-000-937,000	OPERATIONAL EQUIP REPAIR	MARTIN'S DO IT BEST H	EQUIPMENT REPAIR	01/11/2016	01/14/16	45.89	56783
206-000-957,000	MISCELLANEOUS EXPENSES	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	248.07	56744
206-000-95/.007	ASSESSMENT EXPENDITURES	GREEN OAK CHARTER TOW	MASTER SEWER DISTRICT BILLING	01/08/2016	01/14/16	00.06	56764
208-000-970.003	IT LEASE	MFM NETWORKS, INC.	JANUARY BACKUP SERVICE	4296	01/14/16	449.00	56784

13,236.82 13,236.82

Total For Dept 000 ASSETS & REVENUES Total For Fund 206 SPECIAL FIRE FUND INVOICE GL DISTRIBUTION REPORT FOR GREEN OAK CHARTER TOWNSHIP INVOICE DUE DATES 01/14/2016 - 01/14/2016

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Fund 207 SPECIAL POLICE FUND Dept 000 ASSETS & REVENUES	OLICE FUND REVENUES						
207-000-234.000	CHARITABLE CONTRIBUTIONS	THIN BLUE LINE	EMPLOYEE CONTRIBUTION	01/07/2016	01/14/16	34.31	56790
207-000-804.000	CONTRACTED SERVICES	APPLIED IMAGING	RICOH/MPC3503	756641	01/14/16	78.62	56735
207-000-804.000	CONTRACTED SERVICES	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	50.00	56744
207-000-804.000	CONTRACTED SERVICES	LIVINGSTON COUNTY INF	OSSI CONNECTION FEES/JAN, FEB, MAR	(,)	01/14/16	900.00	56781
207-000-804.000	CONTRACTED SERVICES	WASTE MANAGEMENT OF M	SERVICES #389-0059222-1389-6	7444350-1389-4.	01/14/16	216.64	56795
207-000-804.200	COMPUTER MAINT/REPAIR/SO	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	330.46	56744
207-000-829.000	SCHOOLS AND SEMINARS	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	395.00	56744
207-000-850.001	CELLULAR PHONE EXPENSE	VERIZON WIRELESS	CELL PHONES ALL DEPARTMENTS	9757780794	01/14/16	149.99	56794
207-000-870.000	GASOLINE AND OIL	WEX BANK	GAS/ACCT NO 0454-00-637208-0	43493302	01/14/16	2,218.27	56796
207-000-922.000	BOTTLED DRINKING WATER	ARBOR SPRINGS WATER	POLICE DEPARTMENT WATER	1594831	01/14/16	52.00	56736
207-000-928.000	DEPARTMENT OPERATING SUP	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	73.26	56744
207-000-928.000	DEPARTMENT OPERATING SUP	GALLS, LLC	ROLLING LOAD OUT BAG	4668302	01/14/16	139.95	56762
207-000-928.002	UNIFORMS	CHASE CARD SERVICES	DEPARTMENT HEAD CHARGES	01/12/2016	01/14/16	15.00	56744
207-000-970.003	IT LEASE	MEM NETWORKS, INC.	JANUARY BACKUP SERVICE	4296	01/14/16	449.00	56784
207-000-982.000	POINT BLANK RAM-1 TACTIC	C.M.P. DISTRIBUTORS,	VESTS	46383	01/14/16	5,846.60	56748

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Total For Fund 207 SPECIAL POLICE FUND

Total For Dept 000 ASSETS & REVENUES

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Fund 249 BUILDING DEPARTMENT	DEPARTMENT		2.0				
Dept 000 ASSETS & REVENUES	REVENUES						
249-000-805.000	CONTRACT LABOR	FALLERT MECHANICAL, I	FALLERT MECHANICAL, I MECHANICAL INSPECTIONS 12/29/15 -	01/13/2016	01/14/16	410 00	56760
249-000-805.000	CONTRACT LABOR	KEVIN GURSKI	BUILDING INSPECTIONS 12/29/15 - 01		01/14/16	00.00%	20,00
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249-000-850.001	CELLULAR PHONE EXPENSE	VERIZON WIRELESS	CELL PHONES ALL DEPARTMENTS	9757780794	01/14/16	32.37	56794
249-000-922.000	BOTTLED DRINKING WATER	ARBOR SPRINGS WATER	TOWNSHIP HALL WATER	1594689	01/14/16	6.36	56736
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## Executive Summary Amendment to the PUD

Request: Amendment to the Kensington Pines Planned Unit Development agreement.

HH Barnum is requesting to amend the Planned Unit Development agreement that was set in placed in February 1992 and amended in 2013. The Planning Commission recommended approval of an amended site plan on November 5, 2015.

On November 5, 2015 the PC made a motion to recommend approval of the PUD amendment to the Board, with the recommendation that the Board place a condition on the PUD that the addition for lot 12 only be used for low intensity office or warehousing use.

Administrative Review Completed: December 16, 2015

Public Hearing was held on November 5, 2015

Planner Review: Dated: October 6, 2015 & December 9, 2015

Fire Marshall Review: October 16, 2015

Engineering Review: October 26, 2015

**Applicant:** HH Barnum

Location: 7915 Lochlin Dr., Brighton, MI 48116

Parcel # 4716-12-301012

First Introduction October 1, 2015

Prepared By: Debra McKenzie

# SECOND AMENDMENT TO KENSINGTON PINES INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT FOR CONTROL CORPORATION

## **Entered into between:**

**Green Oak Charter Township, a Michigan Charter Township** 

and

KEK Properties, a Michigan Company

Dated: August 20, 2015

# SECOND AMENDMENT TO KENSINGTON PINES INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT AGREEMENT FOR KEK PROPERTIES

This Second Amendment to Kensington Pines Industrial Park Planned Unit Development Agreement (this "Second Amendment") is made and entered into this \_\_\_\_ day of August, 2015, by and between Green Oak Charter Township ("Township"), a Michigan charter township, with offices located at 10001 Silver Lake Road, Brighton, MI 48116, and KEK Properties, a Michigan company, with offices located at 7915 Lochlin Drive, Brighton, MI 48116

#### RECITALS:

- A. The Township Board of Trustees approved the Planned Unit Development ("PUD") application for the preliminary plat of Kensington Pines Industrial Park on October 16, 1991, subject to certain conditions.
- B. The conditions imposed by the Township in the PUD approval were formalized in a document entitled "Restrictions Kensington Pines Industrial Park" dated January 2, 1992, and recorded in the Office of the Register of Deeds, Livingston County, Michigan, on February 24, 1992. **Exhibit A,** (the "Restrictions").
- C. In August of 2013, the Township approved a First Amendment to the Restrictions for Kensington Pines Industrial Park which pertained solely to Lot 17 of Kensington Pines Industrial Park. This First Amendment is attached as **Exhibit B**.
- D. The Restrictions govern the development of and use of the property within the Kensington Pines Industrial Park and were a part of the PUD approval.
- E. In 2015, KEK Properties requested to amend the PUD Agreement with respect to its property, being Lot 12 in the Kensington Pines Industrial Park. The legal description for the property is attached as **Exhibit C.** (The "Property").
- F. KEK Properties applied to the Township requesting approval for the construction of an addition to the existing building on Lot 12 which would allow its tenant, HH Barnum Co. to expand its current operations and storage of products within the confines of additional covered, protected space (the "Project"). The footprint of the proposed new construction on the Property would require that the existing minimum setback of 100 feet for building and parking from the adjoining residential area be decreased to 40 feet (the "Application"). Approval of the Application would require amendment to the PUD Agreement.
- G. As required under the Restrictions, on August \_\_\_, 2015, KEK Properties obtained and submitted to the Township the consent of the requisite number of property owners within the Kensington Pines Industrial Park supporting its Application to amend the PUD, which is attached hereto as **Exhibit D.**
- H. The proposed amendment to the PUD Agreement by KEK Properties would allow its site to be expanded and to conform to the provisions of the Restrictions applicable to Kensington Pines Industrial Park. The building addition would allow for additional operations and storage capabilities and to eliminate the current outside storage that currently exists.

- I. The Planning Commission considered the PUD amendment and site plan at their meeting on November 5, 2015. The Planning Commission recommended approval of an amendment to the PUD Agreement, with conditions, and approved the site plan, subject to Township Board approval of the PUD amendment.
- J. On February , 2015, the Township Board of Trustees approved an amendment to the PUD Agreement for the Property, subject to the conditions as set forth in **Exhibit E.** Except as modified herein, KEK Properties shall construct the Project under the Township's Zoning Ordinance, and construct and use the Property in full compliance with this Second Amendment and the Restrictions.
- K. By entering into this Second Amendment, the Township and KEK Properties desire to set forth the parties' obligations and confirm the conditions initially imposed on the Kensington Pines Industrial Park PUD approval, except as may be modified herein.

# NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Confirmation of conditions of PUD Approval.</u> Except as may be modified by this Second Amendment and the conditions imposed herein, the conditions imposed by the Township in the Kensington Pines Industrial Park PUD Approval of February 24, 1992, are reaffirmed.
- 2. <u>Variance.</u> KEK Properties is hereby granted a variance from the 100 foot setback to adjacent residential properties to allow the construction of the building addition with a 40 foot setback in full compliance with the site plan approved by the Township,, subject to the following conditions as well as any other conditions contained in the final Township Board approval:
  - a. Use of the site shall be limited to low impact warehousing only.
- b. KEK Properties shall install year round screening in compliance with the requirements of the Zoning Ordinance, Section 38-177(C)53.
- c. The site plan shall be amended to include required down-shielded lighting, a dumpster pad, and other items that may be identified during the engineering and building reviews.
- d. Final approval of the site plan shall be performed by the administrative review committee comprised of the Planning Commission Chair, Zoning Administrator, Building Official and the /Wortman Planner.
- e. In all other respects, the site plan and use of the building and property shall comply with the Restrictions, applicable Township Code provisions, and engineering standards.
- 3. <u>Limited Appeal Rights and KEK Properties Acknowledgement. KEK Properties</u> may appeal to the Livingston County Circuit Court for any interpretation of any term, condition or provision of this Second Amendment, but such appeal shall be limited to a determination as to whether the Township's interpretation of this Second Amendment is significantly more burdensome and costly to KEK Properties than would be justified by a fair and reasonable reading of this Second Amendment. No appeal shall be available to relieve KEK Properties from any term, condition or provision of this Second Amendment. Under no circumstances can any appeal

provide for an award of monetary damages, including attorney fees or other fees or costs against the Township. No elected official, officer, agent, consultant or employee of the Township shall be charged personally or held contractually liable by or to the other party under any term or provision of this Second Amendment or because of any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement. By execution of this Second Amendment, KEK Properties agrees that the conditions contained herein are fair, reasonable and equitable requirements and conditions; agrees that this Second Amendment does not constitute a taking of property for any purpose or a violation of any constitutional right; and agrees to be bound by each and every provision of this Second Amendment. Further, it is agreed that the conditions and improvements described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the project and the project will be consistent with the surrounding area, and to achieve other legitimate objectives authorized by law.

### 4. Miscellaneous.

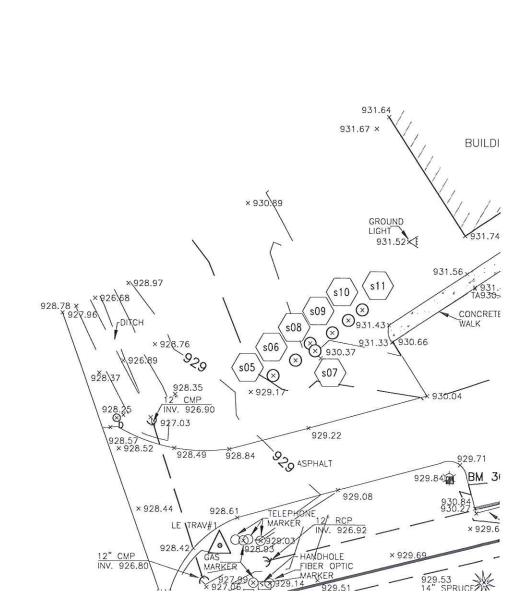
- a. <u>Binding Effect.</u> This Second Amendment shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Second Amendment shall run with the Property. KEK Properties shall record this Second Amendment with the Livingston County Register of Deeds, at its sole cost and provide a recorded copy to the Township.
- b. <u>Authority.</u> This Second Amendment has been duly authorized by all necessary action of KEK Properties and the Township. By the Execution of this Second Amendment, the parties each warrant that they have the authority to execute this Agreement and bind the property and its respective entities to its terms and conditions.
- c. <u>Amendment.</u> This Second Amendment may only be amended pursuant to an instrument executed by the Township and KEK Properties after mutual consent of the parties.
- d. Partial Invalidity. Invalidation of any of the provisions contained in this Second Amendment, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any person and the same shall remain in full force and effect.
- e. <u>Integration Clause.</u> This Second Amendment is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior or contemporaneous addition, deletion or other amendment shall have any force or affect whatsoever, unless referenced in this Second Amendment, or embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or affect unless embodied in a written amendatory or other agreement executed by the parties required herein.
- f. **Conflict.** In the event of a conflict between the terms of this Second Amendment, the Restrictions or any Township ordinance, code, rule or regulation, the terms of this Second Amendment shall govern and control.

**IN WITNESS WHEREOF,** the Township and KEK Properties have caused this Second Amendment to be executed the day and year first above written.

			<b>N OAK CHARTER TOWNSHIP,</b> a Mich er Township	igan
		By: Its:	Mark St. Charles Supervisor	
		By: Its:	Michael Sedlak Clerk	
STATE OF MICHIGAN	)			
COUNTY OF LIVINGSTON	) ss. )			
	rk Sr. Charl	es, Supe	dged before me this ervisor, and Michael Sedlak, Clerk, of the ship, on behalf of the Township.	day of Charter
				_
			Notary Public Livingston County, Michigan My Commission Expires:	-
(Signatures to follow)				

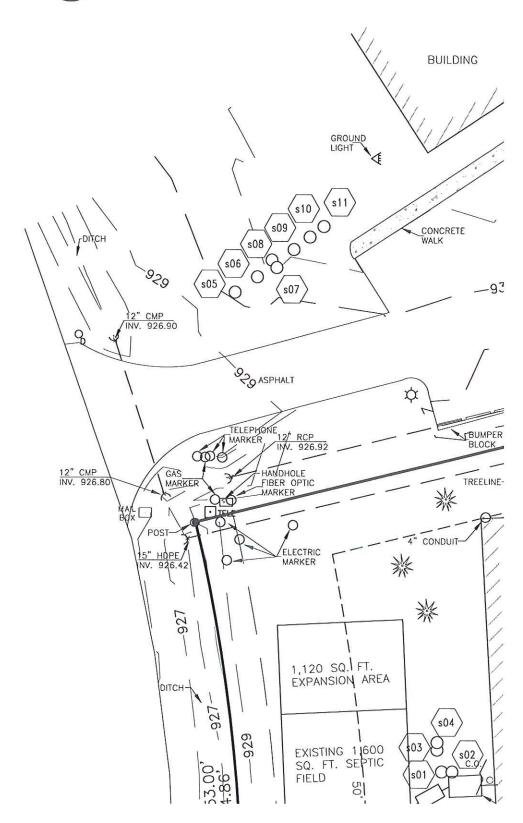
## **KEK Properties, A MICHIGAN COMPANY**

		By: Its:	5	
STATE OF MICHIGAN	)			
COUNTY OF LIVINGSTON	) ss. )			
The foregoing instrume, 2015, by behalf of said company.				day of of KEK Properties, on
			Notary Public Livingston Coun My Commission	



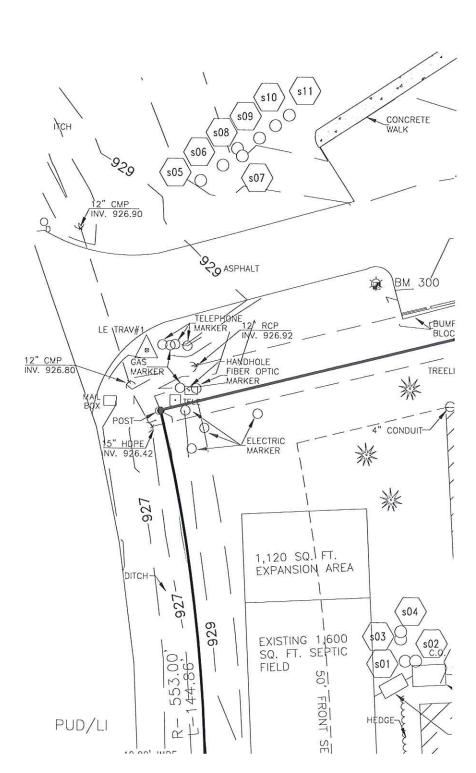


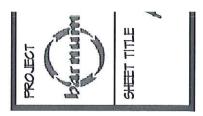
# Know what's below. Call before you dig.





# Know what's below. Call before you dig.





75 F A C	RY NOTES
----------	----------

DO NOT SCALE THIS PRINT, USE DIMENSIONS SHOWN ONLY

DRAWN BY: KY

CHECKED: KY

APPROVED: KY

DATE: OCTOBER 29, 2015

PROJECT:

1529





## MATERIAL NOTES:

ALL NEW BUILDING MATERIALS SHALL MATCH EXISTING FOR COLOR AND TEXTURE.



# る市場 阿 DAIE 8 DO NOT SCALE THIS PRINT, USE DIMENSIONS SHOWN ONLY DRAWN BY: KV CHECKED: KV APPROVED: KY DATE: OCTOBER 29, 2015

## TOWNSHIP REQUIREMENTS:

ZONING = PUD/LI

ALLOWABLE HEIGHT = 3 STORIES/50' MAX. PROPOSED HEIGHT = 2 STORIES/27' MAX. (COMPLIES)



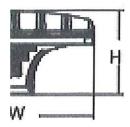


PROJECT:

1529

## ries 0 rea Luminaire







# HH BARNUM EXISTING & NEW LOCA PREPARED GASS

Designer

TSS/JAB

**Date** 

DEC 15 2015

Scale

AS NOTED

Drawing No.

#15-46404-V4

1 of 1



## TRANSMITTAL

TO: Green Oak Township 10001 Silver Lake Road Brighton, MI 48116

**DATE**: Sept 21, 2015

RE: HH Barnum Site

ATTN: Debra McKenzie

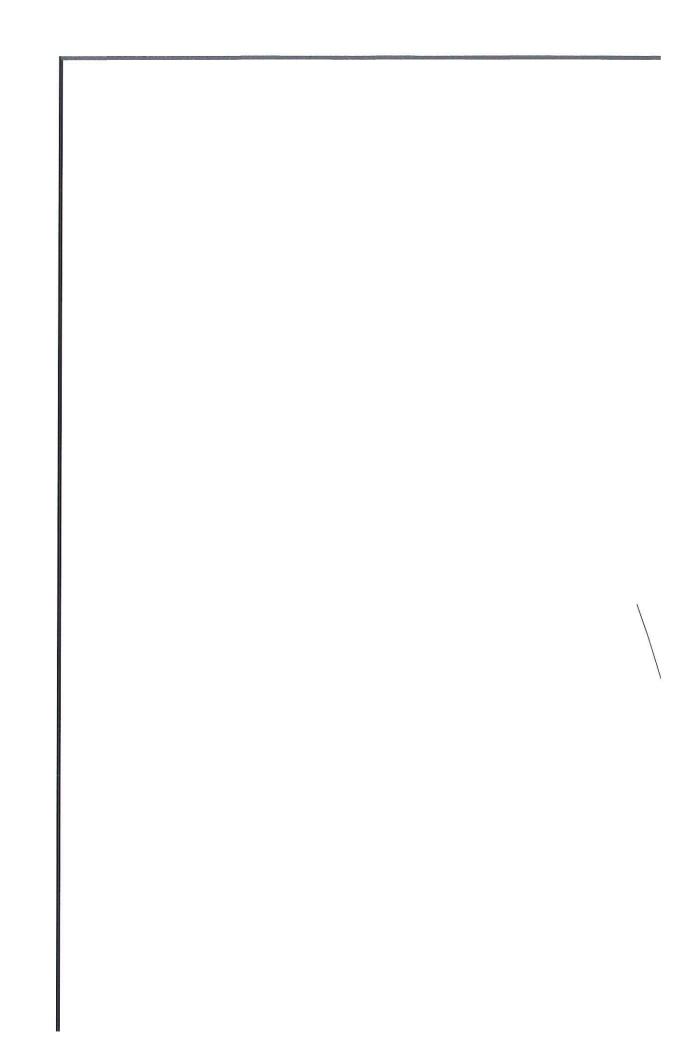
We are transmitting the following items:

COPIES	DESC/RIPTION
6	Conceptual Site Plan
1	Owner Signed PUD Amendment
1	Consent Agreement for 23 Owners
1	Review Fee of \$2,050.00
1	PUD Amendment Application

These are transmitted as checked below:			
<ul><li>☐ As requested</li><li>☒ For your use or information</li><li>☐ Please review and return by:</li></ul>	<ul> <li>□ For your review and comment</li> <li>□ For your approval (and signature)</li> <li>□ Acknowledge receipt of enclosures</li> </ul>		
REMARKS: For earliest PC Agenda. Please contact me with any questions.			
Thanks			

SIGNED:

David LeClair





## GREEN OAK CHARTER TOWNSHIP PLANNING AND ZONING DEPARTMENT

10001 Silver Lake Road, Brighton, MI 48116 Phone: 810–231-1333 ext.104 Fax: 810-231-5080

## PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION

Date: 9/16/2015 Application #
Applicant Name: KEK Properties
Address: 7915 Lochin Delve Belletton, wa 48116 (60712 FENOSINGTON
Phone: 148.486.7300 FAX: 148.486.5800
E-Mail Ken. Koza@hhbarnum.com and aklein@randconstruction.com
Name of Development: KENSINGTON PINES INDUSTRIAL PARK

Describe the proposed revision(s) and include revised drawings/plans, if appropriate. This application will be reviewed to determine if the proposed revision is considered a minor or major change from the approved PUD. Minor changes may be approved administratively while major changes require the review and of both the Township's Planning Commission and Board of Trustees. Below is the ordinance regarding deviations from an approved PUD Plan.

## Sec. 38-242. Deviations from approved final site plan.

Deviations from the approved final open space planned unit development site plan may occur only in accordance with the following:

- (1) Deviations shall be reviewed by an open space planned unit development committee, comprised of the building and zoning official, Township planner and Planning Commission chair or designee.
- (2) An applicant or property owner who has been granted final open space planned unit development site plan approval shall notify the open space planned unit development committee of any proposed amendment to such approved site plan or open space planned unit development conditions.
- (3) Minor changes to the final open space planned unit development site plan may be approved by the open space planned unit development committee upon certification in writing to the Planning Commission that the proposed revision does not alter the basic design, nor any conditions of the plan imposed upon the original approval by the Planning Commission. In considering such a determination, the open space planned unit development committee shall consider the following to be minor changes:
  - a. For residential buildings, the size of structures may be reduced or increased by five percent, provided that the overall density of units does not increase;
  - b. Square footage of nonresidential buildings may be decreased or increased by up to five percent or 10,000 square feet, whichever is smaller;
  - c. Horizontal and/or vertical elevations may be altered by up to five percent;
  - d. A building may be moved by no more than ten feet;
  - e. Designated areas not to be disturbed may be increased:

- f. Plantings approved in the final open space planned unit development landscape plan may be replaced by similar types of landscaping on a one-to-one or greater basis;
- g. Improvements may be made to site access or circulation, such as inclusion of deceleration lanes, boulevards, curbing, pedestrian/bicycle paths, etc.
- h. Changes of building materials to another of higher quality may be made, as determined by the open space planned unit development committee;
- Changes may be made in floor plans, which do not alter the character of the use:
- j. Slight modifications of sign placement or reduction of size may be made;
- k. Relocation of sidewalks and/or refuse storage stations may be made;
- I. Internal rearrangement of a parking lot may be made, which does not affect the number of parking spaces or after access locations or design:
- m. Changes required or requested by the Township for safety reasons may be made.
- (4) Should the open space planned unit development committee determine that the requested modification to the approved final open space planned unit development site plan is not minor or if a change in land use has occurred which is different than land uses previously approved, resubmittal to the Planning Commission and Township Board shall be necessary and a new public hearing and notification under section 38-238 shall be required. After the public hearing, the Planning Commission shall refer the revised open space planned unit development plan to the Township Board, with a recommendation from the Planning Commission.
- (5) Should the Planning Commission's plan significantly alter the intent of the preliminary open space planned unit development site plan, a new submittal, illustrating the modification, shall be required.
- (6) Any deviation from the approved open space planned unit development site plan, except as authorized in this section, shall be considered a violation of this article and treated as a misdemeanor, and shall be subject to section 38-46(a). Further, any such deviation shall invalidate the open space planned unit development designation.
- (7) Approved plans for an open space planned unit development that do not qualify as minor under subsection (3) of this section may be revised by resubmitting a final open space planned unit development site plan for approval following the procedures of this article.

I hereby attest that the information provide	d above is a true statement of my interest and
that I will comply with the development pla	ns as approved by the Green Oak Charter
Township Planning Commission.	
CAMUS	
Signature of Applicant	Signature of Owner, if different

## SECOND AMENDMENT TO KENSINGTON PINES INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT FOR CONTROL CORPORATION

### Entered into between:

Green Oak Charter Township, a Michigan Charter Township

and

KEK Properties, a Michigan Company

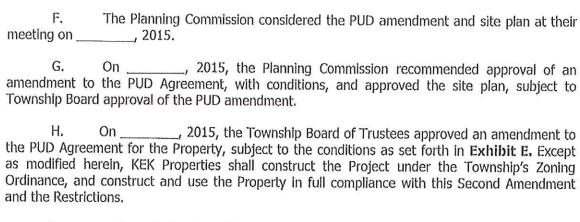
Dated: August 20, 2015

# SECOND AMENDMENT TO KENSINGTON PINES INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT AGREEMENT FOR KEK PROPERTIES

This Second Amendment to Kensington Pines Industrial Park Planned Unit Development Agreement (this "Second Amendment") is made and entered into this \_\_\_\_ day of August, 2015, by and between Green Oak Charter Township ("Township"), a Michigan charter township, with offices located at 10001 Silver Lake Road, Brighton, MI 48116, and KEK Properties, a Michigan company, with offices located at 7915 Lochlin Drive, Brighton, MI 48116

#### RECITALS:

- A. The Township Board of Trustees approved the Planned Unit Development ("PUD") application for the preliminary plat of Kensington Pines Industrial Park on October 16, 1991, subject to certain conditions.
- B. The conditions imposed by the Township in the PUD approval were formalized in a document entitled "Restrictions Kensington Pines Industrial Park" dated January 2, 1992, and recorded in the Office of the Register of Deeds, Livingston County, Michigan, on February 24, 1992. **Exhibit A**, (the "Restrictions"). Furthermore, in August of 2013, the Township approved a First Amendment to the restrictions for Kensington Pines Industrial Park which pertained solely to Lot 17 of Kensington Pines Industrial Park. This First Amendment is attached as **Exhibit B**.
- C. The Restrictions govern the development of and use of the property within the Kensington Pines Industrial Park and were a part of the PUD approval.
- D. In 2015, KEK Properties requested to amend the PUD Agreement with respect to its property, being Lot 12 in the Kensington Pines Industrial Park. The legal description for the property is attached as **Exhibit C.** (The "Property").
- C. KEK Properties applied to the Township requesting approval for the construction of an addition to the existing building on Lot 12 which would allow its tenant, HH Barnum Co. to expand its current operations and storage of products within the confines of additional covered, protected space (the "Project"). The footprint of the proposed new construction on the Property would require that the existing minimum setback of 100 feet for building and parking from the adjoining residential area be decreased to 40 feet (the "Application"). Approval of the Application would require amendment to the PUD Agreement.
- D. As required under the Restrictions, on August \_\_\_, 2015, KEK Properties obtained and submitted to the Township the consent of the requisite number of property owners within the Kensington Pines Industrial Park supporting its Application to amend the PUD, which is attached hereto as **Exhibit D.**
- E. The proposed amendment to the PUD Agreement by KEK Properties would allow its site to be expanded and to conform to the provisions of the Restrictions applicable to Kensington Pines Industrial Park. The building addition would allow for additional operations and storage capabilities and to eliminate the current outside storage that currently exists.



I. By entering into this Second Amendment, the Township and KEK Properties desire to set forth the parties' obligations and confirm the conditions initially imposed on the Kensington Pines Industrial Park PUD approval, except as may be modified herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Confirmation of conditions of PUD Approval.</u> Except as may be modified by this Second Amendment, the conditions imposed by the Township in the Kensington Pines Industrial Park PUD Approval of February 24, 1992, are reaffirmed.
- 2. <u>Variance</u>. KEK Properties is hereby granted a variance from the 100 foot setback to adjacent residential properties to allow the construction of the building addition with a 40 foot setback in full compliance with the site plan approved by the Township.
- Limited Appeal Rights and KEK Properties Acknowledgement. KEK Properties may appeal to the Livingston County Circuit Court for any interpretation of any term, condition or provision of this Second Amendment, but such appeal shall be limited to a determination as to whether the Township's interpretation of this Second Amendment is significantly more burdensome and costly to KEK Properties than would be justified by a fair and reasonable reading of this Second Amendment. No appeal shall be available to relieve KEK Properties from any term, condition or provision of this Second Amendment. Under no circumstances can any appeal provide for an award of monetary damages, including attorney fees or other fees or costs against the Township. No elected official, officer, agent, consultant or employee of the Township shall be charged personally or held contractually liable by or to the other party under any term or provision of this Second Amendment or because of any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement. By execution of this Second Amendment, KEK Properties agrees that the conditions contained herein are fair, reasonable and equitable requirements and conditions; agrees that this Second Amendment does not constitute a taking of property for any purpose or a violation of any constitutional right; and agrees to be bound by each and every provision of this Second Amendment. Further, it is agreed that the conditions and improvements described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the project and the project will be consistent with the surrounding area, and to achieve other legitimate objectives authorized by law.

## 4. Miscellaneous.

- a. <u>Binding Effect.</u> This Second Amendment shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Second Amendment shall run with the Property. KEK Properties shall record this Second Amendment with the Livingston County Register of Deeds, at its sole cost and provide a recorded copy to the Township.
- b. <u>Authority.</u> This Second Amendment has been duly authorized by all necessary action of KEK Properties and the Township. By the Execution of this Second Amendment, the parties each warrant that they have the authority to execute this Agreement and bind the property and its respective entities to its terms and conditions.
- c. <u>Amendment</u>. This Second Amendment may only be amended pursuant to an instrument executed by the Township and KEK Properties after mutual consent of the parties.
- d. <u>Partial Invalidity</u>. Invalidation of any of the provisions contained in this Second Amendment, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any person and the same shall remain in full force and effect.
- e. <u>Integration Clause.</u> This Second Amendment is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior or contemporaneous addition, deletion or other amendment shall have any force or affect whatsoever, unless referenced in this Second Amendment, or embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or affect unless embodied in a written amendatory or other agreement executed by the parties required herein.
- f. <u>Conflict.</u> In the event of a conflict between the terms of this Second Amendment, the Restrictions or any Township ordinance, code, rule or regulation, the terms of this Second Amendment shall govern and control.

IN WITNESS WHEREOF, the Township and KEK Properties have caused this Second Amendment to be executed the day and year first above written.

	<b>GREE</b> Charte	N OAK CHARTER TOWNSHIP, a Michigan er Township
	By: Its:	Mark St. Charles Supervisor
	By: Its:	Michael Sedlak Clerk
STATE OF MICHIGAN ) ss. COUNTY OF LIVINGSTON )		
The foregoing instrument was acceptable of Green Oak, a Michigan Charte	es. Sunei	visor and Michael Sodial Clark of the Charles
		Notary Public Acting in Livingston County, Michigan My Commission Expires:
Notary Public - State of Michigan County of Livingston My Commission Expires Acting in the County of	KEK Pr By: Its:	Operties, A MICHIGAN COMPANY  Kong of M. KOZA  PRESIDENT
STATE OF MICHIGAN ) ) ss. COUNTY OF LIVINGSTON )		
The foregoing instrument was acknow Sepkinher, 2015, by Kenneth M KOZa behalf of said company.		pefore me this 18th day of of KEK Properties, on which will be seen to be see
		Notary Public, State of Michigan County of Livingston My Commission Expires 1-18-17 Acting in the County of Livingston

## KENSINGTON PINES OWNERS' CONSENT AGREEMENT TO APPROVE AMENDMENT OF THE PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, the undersigned is the fee simple owner of Lot(s) 30 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

NOW, THEREFORE, THE UNDERSIGNED ACKNOWLEDGES AND AGREES AS FOLLOWS:

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 30 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Date: 8/28/15

Owner: <u>GKI Foods, LLC</u> Address: <u>7926 Lochlin</u>

Brighton, MI 48116

Signature: Print: /

Title:

WHEREAS, the undersigned is the fee simple owner of Lot(s) 28 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 28 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Date: 8-28-2015

Owner: <u>Uniflex Inc.</u> Address: <u>7830 Lochlin</u>

Brighton, MI 48116

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

Title:

WHEREAS, the undersigned is the fee simple owner of Lot(s) 24, 25, 26, 27 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to crect an addition to its existing building on Lot 12 which will allow HII Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 24, 25, 26, 27 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Owner: Young Properties, LLC

Address: 4900 Clyde Park

Print: Title:

WHEREAS, the undersigned is the fee simple owner of Lot(s) 20, 21 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 20, 21 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the unc Consent Agreement to Approve Amendmen	dersigned I nt of the Pla	nas signed this Kensington Pines Owners' anned Unit Development Restrictions.
Date:	Address:	Brothers Enterprise, LLC 7699 Lochlin Brighton, MI 48116
	Signature Print: Title:	Skower Skower How MOTNER

WHEREAS, the undersigned is the fee simple owner of Lot(s) 19 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 19 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Date: 8/28/2015

Owner: Kensington Investment Group

Address: 2822 Foxfire Dr.

Milford, MI 48380

Signature:

Print: Title:

Managric PARTNER

WHEREAS, the undersigned is the fee simple owner of Lot(s) <u>017</u>, <u>018</u> within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 017, 018 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

Onsent Agreement to Approve Amendme	dersigned has signed this Kensington Pines Owners on the Planned Unit Development Restrictions.
Date: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Owner: Conveyor Tech, LLC Address: 7771 Lochlin

Brighton, MI 48116

Signature: RicHan Wells

Title: MANTUEL

WHEREAS, the undersigned is the fee simple owner of Lot(s) 16 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 16 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the un Consent Agreement to Approve Amendment	dersigned has signed this Kensington Pines Owners' nt of the Planned Unit Development Restrictions.
Date: $9-2-15$	Owner: Lingenfelter Motorsports, LLC Address: 7819 Lochlin Brighton MJ 48116
	Signature / / / / / Cyully !
	Title: / KENNETH LINGENTELTER

WHEREAS, the undersigned is the fee simple owner of Lot(s) 15 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 15 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Date: 0/36//5

Owner: <u>Jeffrey & Debra Trapp</u> Address: <u>12780 Walnut Ridge</u>

South Lyon, MI 48178

Signature: Print: (

Title:

WHEREAS, the undersigned is the fee simple owner of Lot(s) 13 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 13 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN Consent A	I WITNESS WHEREOF, the u Agreement to Approve Amendm	undersigned has signed this Kensington Pines Owner tent of the Planned Unit Development Restrictions.	s'
Date:	9-2-15	Owner: KJL II, LLC Address: 7819 Loeldin Brighton, MI 48116	
		Signature ful fayers Incensee Title	

WHEREAS, the undersigned is the fee simple owner of Lot(s) 12 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 12 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the und	lersigned has signed this Kensington Pines Owners'
Consent Agreement to Approve Amendmen	at of the Planned Unit Development Restrictions.
Date: 8/28/2015	Owner: KEK Properties Address: 7915 Lochlin Brighton, MI 48116
	Cinnet deadly

Signature: Title: PRESIDENT Title:

WHEREAS, the undersigned is the fee simple owner of Lot(s) 11 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 11 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Date: 8-28-15

Owner: National Element, Inc

Address: 7939 Lochlin

Brighton, MI 48116

Signature: \_ Print: \_

Title:

WHEREAS, the undersigned is the fee simple owner of Lot(s) 10, 14 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 10, 14 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the unders	igned has signed this Kensington Pines Owners'
Consent Agreement to Approve Amendment of	the Planned Unit Development Restrictions.
Date: \$ 28/295	wner: Schlib Property, LLC ddress: 39475 W. 13 Mile Rd. Suite 205 Novi, MI 48377

Signature: Chad Zankor
Title: MANAGER

WHEREAS, the undersigned is the fee simple owner of Lot(s) 8 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 8 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the und Consent Agreement to Approve Amendmen	dersigned has signed this Kensington Pines Owners' nt of the Planned Unit Development Restrictions.
Date: 4/2/15	Owner: Lochlin Properties, LLC Address: 7974 Lochlin Drive, Suite B1 Brighton, MI 48116
	Signature:

WHEREAS, the undersigned is the fee simple owner of Lot(s) 7 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fce simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 7 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the und Consent Agreement to Approve Amendmen	ersigned has signed this Kensington Pines Owners' t of the Planned Unit Development Restrictions.
Date: 8 28 15	Owner: Lyders, LLC Address: 7915 Kensington Court Brightpn, MI 48116
	Signature: Tilly Alle Filte.

Print: PETER LYDERS PETERSEN
Title: MANAGING MENISCL

WHEREAS, the undersigned is the fee simple owner of Lot(s) <u>I</u> within the planned unit development known as Kensington Pincs Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s)  $\underline{1}$  of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Date: 9/08/2015

Owner: Hoffman Filter Corp. Address: 7627 Kensington Court

Brighton, MI 48116

Signature: Old but
Print: Deflet Mieth
Title: Preside of

WHEREAS, the undersigned is the fee simple owner of Lot(s) <u>04</u> within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 04 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owne	ers'
Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.	

Date: 9/2/15

Owner: WMT Holdings, L C C Address: P.O. Box 689
Brighton, MI 48116

Signature: John E. Garon
Print: JOHN E. YAROS
Title: MENISCR

WHEREAS, the undersigned is the fee simple owner of Lot(s) 5 within the planned unit development known as Kensington Pines Industrial Park (hereinafter "KPIP"); and

WHEREAS, KEK Properties is the fee simple owner of Lot 12 within KPIP and KEK Properties intends to erect an addition to its existing building on Lot 12 which will allow HH Barnum Co. to expand its current storage, loading and product delivery services within the confines of a covered, protected space; and

WHEREAS, the footprint of the proposed new construction requires that the existing building and parking setback of 100 feet from the adjoining residential area be decreased to 40 feet; and

WHEREAS, the governing instrument controlling the administration of KPIP, entitled "Restrictions" and recorded at Liber 1543, Page 0724 of Plats, Livingston County records, provides under paragraph 15 that the owners of seventy-five (75%) percent of the fee simple property subject to the restrictive covenants may change or modify said restrictions by executing and acknowledging said changes in an appropriate agreement; and

WHEREAS, it is the intent of the undersigned to acknowledge and agree to the modification of the Restrictions;

- 1. The undersigned has the authority to sign on behalf of the fee simple owner of Lot(s) 5 of KPIP.
- 2. The undersigned consents and approves to the following Amendment to the Restrictions for KPIP:
- A. A new subparagraph 3 shall be added to Paragraph 5.(c) of the Restrictions as follows:
- 3. The minimum building and parking setback exclusively for Unit 12 shall be 40 ft. from the rear property line.

IN WITNESS WHEREOF, the undersigned has signed this Kensington Pines Owners' Consent Agreement to Approve Amendment of the Planned Unit Development Restrictions.

Date: 9-8-2015

Owner: 7819 Kensington Ct. LLC

Address: 2637 E Ten Mile Rd;

Warren MI 48091

Signature / Print: Z

#### **EXHIBIT C**

#### LEGAL DESCRIPTION OF PROPERTY

Description of Property:

Lot 12, Part of Kensington Pines Industrial Park, as recorded in Liber 30, Pages 6-10, Livingston County Records. Commonly known as 7915 Lochlin Drive, Brighton, MI 48116

Tax I.D. No: <u>4716-12-301-012</u>



2013R-033840
RECORDED ON
08/23/2013 3:34:28 PM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 193.00

REMON: 4.00 PAGES: 62



# FIRST AMENDMENT TO KENSINGTON PINES INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT FOR CONVEYOR TECH, LLC

#### Entered into between:

Green Oak Charter Township, a Michigan Charter Township

and

Conveyor Tech, LLC, a Michigan limited liability company

Dated: August 22, 2013

### FIRST AMENDMENT TO KENSINGTON PINES INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT AGREEMENT FOR CONVEYOR TECH, LLC

This First Amendment to Kensington Pines Industrial Park Planned Unit Development Agreement (this "First Amendment") is made and entered into this 22nd day of August, 2013, by and between Green Oak Charter Township ("Township"), a Michigan charter township, with offices located at 10001 Silver Lake Road, Brighton, MI 48116, and Central Tech, L.L.C. ("Conveyor Tech"), a Michigan limited liability company, with offices located at 7771 Locklin Drive, Brighton, MI 48116.

#### RECITALS:

- A. The Township Board of Trustees approved the Planned Unit Development ("PUD") application for the preliminary plat of Kensington Pines Industrial Park on October 16, 1991, subject to certain conditions.
- B. The conditions imposed by the Township in the PUD approval were formalized in a document entitled "Restrictions Kensington Pines Industrial Park" dated January 2, 1992, and recorded in the Office of the Register of Deeds, Livingston County, Michigan, on February 24, 1992. Exhibit A, (the "Restrictions").
- C. The Restrictions govern the development of and use of the property within the Kensington Pines Industrial Park and were a part of the PUD approval.
- D. In 2012, Conveyor Tech requested to amend the PUD Agreement with respect to its property, being Unit 18 in the Kensington Pines Industrial Park. The legal description for the property is attached as **Exhibit B**. (The "Property").
- C. Conveyor Tech applied to the Township requesting approval for the construction of an addition to the existing building which would allow it to conduct many of its current storage, loading and product delivery services within the confines of a covered, protected space (the "Project"). The footprint of the proposed new construction on the Property would require that the existing minimum setback of 100 feet from the adjoining residential area be decreased to 75 feet (the "Application"). Approval of the Application would require amendment to the PUD Agreement.
- D. As required under the Restrictions, on March 18, 2013, Conveyor Tech obtained and submitted to the Township the consent of the requisite number of property owners within the Kensington Pines Industrial Park supporting its Application to amend the PUD, which is attached hereto as **Exhibit C**.
- E. The proposed amendment to the PUD Agreement by Conveyor Tech would allow its operation to more fully conform to the provisions of the Restrictions applicable to Kensington Pines. The building addition would improve manufacturing efficiency and worker safety. The rack storage outside of the present building would be relocated into the area of the expanding building so that no outdoor storage would take place on the premises. The building addition would eliminate truck deliveries now being made on the outside at the rear of the building (with the exception of trucks over 53 feet in length) and would implement side building entry/exit of

most delivery trucks. Further, the building addition would facilitate further noise reduction by relocating a scrap metal container to a site less obtrusive from a noise perspective to homeowners in the area. The proposed addition would allow the operations to more fully conform to the PUD and the Restrictions.

- F. The Planning Commission considered the PUD amendment and site plan at the meetings on May 2, 2013 and June 6, 2013.
- G. On June 6, 2013, the Planning Commission recommended approval of an amendment to the PUD Agreement, with conditions, and approved the site plan, subject to Township Board approval of the PUD amendment.
- H. On July 3, 2013, the Township Board of Trustees approved an amendment to the PUD Agreement for the Property, subject to the conditions as set forth in **Exhibit D**. Except as modified herein, Conveyor Tech shall construct the Project under the Township's Zoning Ordinance, and construct and use the Property in full compliance with this First Amendment and the Restrictions.
- I. By entering into this First Amendment, the Township and Conveyor Tech desire to set forth the parties' obligations and confirm the conditions initially imposed on the Kensington Pines Industrial Park PUD approval, except as may be modified herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Confirmation of Conditions of PUD Approval</u>. Except as may be modified by this First Amendment, the conditions imposed by the Township in the Kensington Pines Industrial Park PUD Approval of February 24, 1992, are reaffirmed.
- 2. <u>Variance</u>. Conveyor Tech is hereby granted a variance from the 100 foot setback to adjacent residential properties to allow the construction of the building addition with a 75 foot setback in full compliance with the site plan approved by the Township.
- 3. <u>Limited Appeal Rights and Central Conveyor Acknowledgement.</u>
  Conveyor Tech may appeal to the Livingston County Circuit Court for any interpretation of any term, condition or provision of this First Amendment, but such appeal shall be limited to a determination as to whether the Township's interpretation of this First Amendment is significantly more burdensome and costly to Conveyor Tech than would be justified by a fair and reasonable reading of this First Amendment. No appeal shall be available to relieve Conveyor Tech from any term, condition or provision of this First Amendment. Under no circumstances can any appeal provide for an award of monetary damages, including attorney fees or other fees or costs against the Township. No elected official, officer, agent, consultant or employee of the Township shall be charged personally or held contractually liable by or to the other party under any term or provision of this First Amendment or because of any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement. By execution of this First Amendment, Conveyor Tech agrees that the conditions contained herein are fair, reasonable and equitable requirements and conditions; agrees that this First Amendment does not constitute a taking of property for any purpose or a violation of

any constitutional right; and agrees to be bound by each and every provision of this First Amendment. Further, it is agreed that the conditions and improvements described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the project and the project will be consistent with the surrounding area, and to achieve other legitimate objectives authorized by law.

#### 4. Miscellaneous.

- a. <u>Binding Effect</u>. This First Amendment shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this First Amendment shall run with the Property. Conveyor Tech shall record this First Amendment with the Livingston County Register of Deeds, at its sole cost and provide a recorded copy to the Township.
- b. <u>Authority</u>. This First Amendment has been duly authorized by all necessary action of Conveyor Tech and the Township. By the execution of this First Amendment, the parties each warrant that they have the authority to execute this Agreement and bind the property and its respective entities to its terms and conditions.
- c. <u>Amendment</u>. This First Amendment may only be amended pursuant to an instrument executed by the Township and Conveyor Tech after mutual consent of the parties.
- d. **Partial Invalidity**. Invalidation of any of the provisions contained in this First Amendment, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- e. <u>Integration Clause</u>. This First Amendment is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior or contemporaneous addition, deletion or other amendment shall have any force or affect whatsoever, unless referenced in this First Amendment, or embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or affect unless embodied in a written amendatory or other agreement executed by the parties required herein.
- f. <u>Conflict</u>. In the event of a conflict between the terms of this First Amendment, the Restrictions or any Township ordinance, code, rule or regulation, the terms of this First Amendment shall govern and control.

IN WITNESS WHEREOF, the Township and Conveyor Tech have caused this First Amendment to be executed the day and year first above written.

	GREEN OAK CHARTER TOWNSHIP, a Michigan Charter Township
	By: Mark St. Charles Its: Supervisor  Accused Selland
	By: Michael Sedlak Its: Clerk
STATE OF MICHIGAN	
COUNTY OF LIVINGSTON ) ss.	
The foregoing instrument was Quaust , 2013, by Mark St. Charles Township of Green Oak, a Michigan Charte	acknowledged before me this <u>23</u> day of Supervisor, and Michael Sedlak, Clerk, of the Charter Township, on behalf of the Township.
LAMIA .	Notary Public Acting in Livingston County, Michigan My Commission Expires: 7104 1019
JANNA L. LA BRAM  Notary Public - State Of Michigan County Of Livingston My Commission Expires May 1, 2019 cling in the County of Chicagolius	CONVEYOR TECH, LLC, A MICHIGAN LIMITED LIABILITY COMPANY  By: Larry Estes Its: Managing Member
STATE OF MICHIGAN )	
COUNTY OF LIVINGSTON ) ss.	
The foregoing instrument was Ougle 2013, by Larry Estes, the of said company.	acknowledged before me this 20th day of Managing Member of Conveyor Tech, LLC, on behalf
	Notary Public Acting in Livingston County, Michigan My Commission Expires: 12019
	4 MARCY LYNNE WYLIE Notary Public, State of Michigan County of Livingston

My Commission Expires Sep. 26, 2019
Acting in the County of

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#### Green Oak Charter Township Planning Commission Regular Meeting Minutes November 5, 2015

Approved:	

The meeting was called to order by Mr. Moran at 7:00 p.m.

Roll Call:

Russell Brooks

Chuck Fellows
Rollin Green
Robert Moran
Sarah Pearsall
Lamberto Smigliani
Dean Williams

Also Present:

Paul Montagno, Carlisle Wortman

Guests:

5

#### APPROVAL OF AGENDA

Mr. Moran moved item C to the first Business Item.

Motion by Pearsall, second by Haskell To approve the agenda as revised.

Voice Vote: Ayes:

Unanimous

Nays:

None

#### **MOTION APPROVED**

#### Approval of the October 15, 2015 Regular Meeting Minutes

There were two minor additions to the minutes.

Motion by Pearsall, second by Williams
To approve the minutes of October 15, 2015 as revised.

Voice Vote: Ayes: Unanimous

Nays: None

#### **MOTION APPROVED**

**CALL TO THE PUBLIC** - None

#### **BUSINESS ITEMS**

#### A. Green Tree Mini Storage Extension, SP02-2013

#### Representing Green Tree Mini Storage: Jan Warren

Mr. Montagno explained the current site plan was submitted in 2013 to build two additional storage buildings on an existing site consistent with the original plan that was approved in 1994. The site plan had expired and the ordinance required a new site plan, which was done and approved but there are two buildings that are yet to be built. An extension was granted last year and the buildings have yet to be built so the applicant is asking for another extension.

Mr. Moran stated he recently visited the site. The agreement that stood behind the approval of the two buildings included the planting of two trees and the removal of the big pile of dirt on the east side. These appear not to have been addressed. Mr. Warren stated that he believed he wrote a letter requesting that they didn't have to move the dirt pile. Mr. Moran stated it was voted on earlier to remove the mound of dirt or at least regrade it so it acts more like a berm. That approval was contingent upon the landscaping that should have been planted and the mound of dirt be removed or regraded. Mr. Moran stated that the applicant had missed the required period of time that the extension was granted and for the Planning Commission to approve another extension would set precedence. He continued to say when the applicant is ready to build then he would have to come back to the Township with a new application.

Mr. Warren explained that he originally came in thinking his site plan was good and he confirmed one building was built. He didn't think he would have to come before the Planning Commission again. Mr. Warren stated that the two additional trees were planted last fall. Mr. Moran stated that the pile of dirt will have to be moved or regraded. Mr. Moran read the minutes, including the motion that was made from the previous meeting regarding this issue.

Mr. Warren stated that he submitted a drawing and he was sure it was stamped approved. Mr. Moran stated that the applicant will need to come back with a new application when he is ready to build a new building and at that time they will require the pile of dirt to be removed or regraded

Mr. Montagno stated that the landscaping plan shows that the pile of dirt is graded down to look like landscaping so it's an undulating berm with trees and shrubs on it. That was the intent and what was approved. Trustee Green agreed. Mr. Moran explained the applicant will need to come before the Planning Commission when he is ready to build his next building and grade the pile of dirt down into the landscaping.

Mr. Warren understood the process and what is required at his next application.

B. Public Hearing PUD 01-2015, HH Barnum, Kensington Pines PUD Amendment, 7915 Lochlin Dr., Brighton, MI 48116 Parcel #4716-12-301-12

Representing HH Barnum: Mr. LeClair

 Mr. Montagno explained the applicant is looking to build an addition on lot 12 in the Kensington Industrial Park and an extension of the parking lot. This is a PUD amendment. Standard setback is 40' feet. The applicant is requesting a 43 foot setback to allow an expansion of the existing building although the PUD requires a 100 foot rear setback. The applicant has provided the required number of signatures from the other lot owners supporting the amendment. The building expansion would be used for warehousing. A full review of the new site plan has not been done yet as the drawings were only recently received. The applicant is proposing 80 parking spaces. There have been parking issues at this site and this will provide an additional 15 parking spaces. The building that is being proposed would encroach into the 100' setback and they are recommending additional screening in that area since it is sparse. Mr. Montagno indicated it would be reasonable to place conditions on approval of the amendment such as landscape improvements and limiting the building use to only warehousing so noise from operations don't disturb the adjacent residential area.

Mr. Haskell questioned what is done at this building? Mr. Koza confirmed they have a small assembly shop but they are not a manufacturer, they only assemble and distribute. Mr. Haskell confirmed that the level of noise should be minimal. Mr. Koza stated that he talked to the surrounding neighbors and the immediate neighbor behind the warehouse only complaint he heard is with the building next door to applicant's building. This building to the north does high performance cars work and periodically revs the engines. The same adjacent resident said his only complaint with the applicant's operation is when the garbage truck comes early in the morning. Mr. Montagno explained the need for placing conditions on this site so if it ever changes hands conditions would run with the land and prevent a different use.

Mr. Haskell asked if they are running a second shift yet. Mr. Koza stated yes and it goes to 9:00 p.m. with two people. They have no plans of adding another shift although they may have to add more to the split shift. Mr. Koza explained that if they ever needed more parking spaces they would have to look into moving to a new location at that point.

Mr. Moran stated that the applicant maintains the property well. There are some things being stored adjacent to the trash respectable and that is not allowed. Mr. Moran confirmed the applicant understands they will not be able to keep anything outside of the building should the amendment be approved. Mr. Koza stated that was not a problem and the items that are there now will be moved.

Mr. Moran felt that any motion should be contingent on low impact warehousing so that a problem is not caused to the adjacent neighbors. The Planning Commission can set standards for buffering when an industrial use is adjacent to a residential area.

Mr. Brooks questioned how many parking spaces are currently at the site and how many are being proposed? Mr. Montagno stated currently the site has 65 spaces and the applicant is proposing a total of 80 spaces.

Mr. Montagno reminded the applicant that all exterior lighting fixtures must be down shielded.

 Mr. Moran opened the public hearing at 7:31 p.m. and closed it at 7:32 due to no comments.

Mr. Moran did receive a communication from Martin and Susan Junkulis, a residential property owner adjacent to the applicant's site who are in opposition of the PUD amendment. Some of their concerns were increasing the applicant's setback property line could have them closer to their property, increase of noise, parking and loading of trucks which would bring more noise and smell from the diesel fumes. Mr. Haskell stated that this property owner is even further away than the immediate neighbors.

Mr. Koza explained that the concerns that are stated are from other businesses, not his. They don't keep their trucks running and they are actually shielding their loading docks from this resident.

Mr. Moran stated when this PUD was established there was not a large residential development to the east. As that was developed and industrial uses increased along with that came the noise. The Planning Commission needs to guard against looking at applications to modify the PUD that would result in the potential for increased noise. He did not think that was the case with this application. If additional landscaping can be added it would help. One of the issues will be as the activities within the PUD grow there just isn't a lot of parking. He questioned if the Planning Commission would want to allow front yard setback parking and asked the Commission to think about it as it appears to be the only place where additional parking could be allowed.

Mr. Haskell confirmed the dumpster will have a pad and asked if installation of an outside compactor for cardboard or paper would be appropriate. Mr. Koza explained that they do have a small amount of corrugated paper waste but they flatten it down so they a compactor is not needed.

Mr. Moran explained in terms of conditions being set, one of them would be that the use would be limited to low impact warehousing and the installation of additional year round screening meeting the screening requirements in the Zoning Ordinance of Section 38-177(C)5 and the site plan meets all building and engineering reviews, including a pad in for the dumpster.

Motion by Moran, second by Smigliani To suspend the normal rules of the Planning Commission in order to take action on this item.

Voice Vote: Ayes: Unanimous

Nays: None

#### MOTION APPROVED

Motion by Moran, second by Pearsall

The Planning Commission will recommend approval of PUD 02-2015 HH Barnum, Kensington Pines PUD amendment to the Township Board with the following conditions:

- 1. Use of the site is limited to low impact warehousing.
- 2. The applicant shall install year round screening to meet Zoning Ordinance requirements of Section 38-177(C)53.
- 3. That the site plan be amended to include necessary lighting, dumpster pad and other items that may be identified during the engineering and building reviews.
- 4. Final approval shall be granted by the administrative review committee, comprised of the Planning Commission Chair, Zoning Administrator, Building Official, and the Carlisle Wortman Planner.

Voice Vote: Ayes: Unanimous

Nays: None

#### **MOTION APPROVED**

C. Public Hearing PUD 02-2015, Aspen Technologies, Kensington Pines PUD Amendment, 7963 Lochlin Dr., Brighton, MI 48116 Parcel #4716-12-301-010

#### Representing: Rob Schultz, Aspen Technologies

Mr. Moran explained that the objective of the amendment is to look at a situation where several years ago without any type of permit or authorization relative to a PUD amendment, the applicant installed a front yard parking lot. Somehow it went to the ZBA who does not have jurisdiction and it was denied. The applicant took this denial to the court and the court turned it back because the ZBA had no authority to modify a PUD. For whatever reason there was not action to bring this to conclusion. A meeting was held and a possible solution was identified short of having the unapproved parking lot removed. The solution was to make sure there was a safe area in front and installed landscape property from damage. Aspen made the case there is nowhere else to park. There was to be some curbing or some other type of barrier to protect the existing tree from damage. When the drawings were amended, it was agreed to take this to the Planning Commission and go through the amendment process.

Mr. Moran stated that "curbing" was installed in the last couple of weeks, but it's the wrong kind of curbing and doesn't meeting it's intended purpose. It was his understanding that the curbing only needed to be installed around the tree to protect it from damage by vehicles. He felt that the Planning Commission would be open to other means of protection such as if several boulders were placed in that area. Mr. Schultz stated he could do something like that in the area.

Mr. Moran stated that another new parking area on the east side that is gravel has been installed and it is not permitted. There needs to be an accurate count of existing parking spaces to see if ordinance requirements are being met. Also, the now gravel area would need to be hard surfaced. Mr. Schultz stated when it was put in the back it was cleared to put in 32 cars, his commitment to his employees is their safety. They put that gravel area in to keep them safe.

Mr. Moran stated that they are part of the Planned Unit Development and if there is any change then a formal request has to be made and discuss what needs to be done.



November 23, 2015

Green Oak Charter Township 10001 Silver Lake Road Brighton, MI 48116

ATTN: Ms. Debra McKenzie

RE:

HH Barnum PUD Amendment - 1st Site Plan Review

Approved as Noted - CES #2015-0090

Dear Ms. McKenzie,

Civil Engineering Solutions, Inc. has completed the 1<sup>st</sup> Site Plan Review for the above referenced project. The plans have been stamped "Approved as Noted." The following is a list of comments/concerns:

#### General

- 1. The applicant is required to submit detailed engineering plans for review. The following items shall be addressed during that review in addition to other requirements in the Engineering Design Standards.
- 2. The engineering plans shall provide a weighted C-factor for the site to ensure that it is within the design criteria for the regional stormwater basin.
- 3. Downstream culvert review may be required in the detailed engineering review to show a positive outlet from the site.

#### Sheet 1

- 1. A property description should be included on the plans.
- 2. The following notes should be added to the general notes:
  - a) Livingston County Health Department approval is required for the septic system prior to construction of the proposed site improvements.

#### Sheet 2

- 1. Provide disposal notes for proper disposal of all items being removed.
- 2. Provide datum for benchmarks that have been provided. (U.S.G.S. datum is required.)
- 3. Provide tie to section corner and nearest street intersection.

#### Sheet 3

- 1. Provide concrete curb and gutter for the entire parking lot, including the east side of the parking lot.
- 2. The standard cross section for industrial site asphalt paving is 9 inches of deep strength paving. The proposed pavement section shall be revised.
- The standard industrial concrete paving for loading and dumpster pads is 8 inches of non-reinforced concrete over 8 inches compacted subgrade. Base material to be over 6 inches compacted subgrade to 95% modified proctor.
- 4. Provide additional dimensions of existing and proposed parking spaces and drives. See red marked plans for some of these areas.
- 5. Please provide an autoturn analysis showing a garbage truck able to maneuver around parking lot when cars are parked to get to and from the dumpster enclosures as proposed. If a parking lot modification is required, a site plan amendment shall be required.

#### Sheet 4

- 1. Show additional downspout locations for the building addition.
- 2. Provide proposed grades at all door landings.



- 3. Provide existing grades for the proposed A.D.A. parking being added. (Maximum A.D.A. slope is 2.00%)
- 4. The slope of the proposed swale is too flat. The standard slope for swales is 2.00%. (1.00% may be considered depending on soils and existing conditions.)
- 5. The standard bank slope is 1 in 4. The plans should state that the off-site grading easement will be needed prior to scheduling the pre-construction meeting.
- 6. Provide 100 year overland flow route.

If you have any questions regarding this review please contact us at (248) 264-6906.

Sincerely,

CIVIL ENGINEERING SOLUTIONS, INC.

President

**Enclosures** 

cc: Paul Montagno, Carlisle Wortman via e-mail

Ken Koza via ken.koza@hhbarnum.com

Andy Klein, Rand Construction via aklein@randconstruction.com

David LeClair, P.E., Livingston Engineering via e-mail

f: 810-448-5903

o: 248-264-6906

#### **MEMORANDUM**

TO: Debra McKenzie, Planning & Zoning Department Administrator

FROM: Paul Montagno, AICP, Township Planner

DATE: December 9, 2015

RE: HH Barnum Company Addition / PUD amendment

We have previously reviewed two iterations of the site plan for the HH Barnum building addition. In our previous review dated November 16, 2015, we identified a number of outstanding items which we suggested, if addressed appropriately, would constitute a plan that would allow the Planning Commission to recommend approval of the proposed PUD amendment to the Board of Trustees with a use condition. At the regular Planning Commission meeting on November 5, the Commission did recommend approval with the condition that the applicant address all outstanding comments in our review, as well as the Township Engineer. The outstanding items from our previous review are as follows:

- Install additional trees along the rear property line. These trees must be placed no more than 15 feet apart in order to provide year round screening in accordance with Section 38-177 (c) (5).
- Provide parking lot landscaping areas. At a minimum, the applicant should provide one or two
  landscape areas along the south parking bay large enough to install a shade tree, as well as, at the
  ends of the internal 22 spaces.
- The proposed striped area in the southeast corner of the parking lot must be curbed and maintained as a landscaping area.
- If any new lighting is proposed it must be reviewed for compliance with the PUD requirements.

We received an updated landscape plan with a revision date of 11/17/15 and a photometric plan with a date of 11/18/15. The landscaping plan includes 22 evergreen trees in a staggered row along the rear property line. This meets the screening requirements in the Zoning Ordinance. However, no new landscaping has been provided within the parking area. In order to accomplish the suggestion of adding shade trees to the parking lot, the applicant would need to replace at least one parking space with an island. The applicant should consider this. As noted in our previous review, there is an area in the southwest corner of the proposed parking addition that is to be striped. This area must be curbed with landscaping within. As this area is part of the new construction, there is no reason that this cannot be accomplished.

HH Barnum PUD Amendment Administrative Review December 9, 2015

We have reviewed the proposed lighting plan against the requirements in Section 38-364. A photometric grid has been provided that indicates that the light levels in the parking lot and at the property lines are acceptable. However, cut sheets showing the details of the all proposed fixtures including but free standing lights, as well as building mounted lights must be provided which show that all fixtures will be fully shielded and down directed. Additionally, the table of luminaire locations indicates that free standing light fixtures will be mounted at a height of 25 feet. The ordinance requires a maximum of 20 feet.

We would suggest that the applicant update the lighting plan to comply with the requirements in section 38-364, and amend the layout plan to include curbing and landscaping in the southwest corner of the parking lot, as well as the conversion of one space within the row of parking along the south side of the site to a landscape island. These amendments should be incorporated in to a complete set of plans and submitted for administrative review.

CARLISLE/WORTMAN ASSOC., INC.

Paul Montagno, AICP

Planner

#175-1438

cc: Mark St. Charles, Supervisor

Robert Moran, Planning Commission Chair Debra McKenzie, Planning & Zoning Administrator Leslie Zawada, Township Engineer

Tim Kedzierski, Township Fire Marshal

John Enos, Principle, CWA

Ken Koza (Ken.koza@hhbarnum.com)

#### **SOUTH LYON AREA YOUTH ASSISTANCE**

# Youth Assistance







#### Location Youth Assistance South Lyon High School 1000 N. Lafayette South Lyon, MI 48178 Phone - 248-573-8189 Fax - 248-486-4067

Staff
Doreen Brant
Youth Assistance Caseworker
Email - Brantd@oakgov.com

Below is a brief description of the programs currently offered or sponsored by South Lyon Youth Assistance for families in the South Lyon school district area. More detailed information is available at the Youth Assistance Office and on the SLCS web site.

#### **Casework Services**

Services are provided by a counseling professional at the Youth Assistance office located next to the Center For Active Adults at South Lyon High School. The caseworker meets with children and families to reduce problems and find effective solutions for the family. Through early intervention, problems that are more serious can be prevented and family harmony can be restored. Casework services are voluntary, confidential and have a one-time fee of \$25.00. The caseworker is also able to provide information and refer families to other helping agencies.

Police, schools, parents and agencies make referrals to Youth Assistance. Reasons for referrals include grief and loss, emotional or behavioral difficulties at home, at school or in the community. The police may divert teens from official court to Youth Assistance for alcohol or drug involvement, retail fraud, or malicious destruction of property. Youth Assistance also works closely with the schools in matters of educational neglect and school truancy.

#### **Homework Center**

The Homework Center provides homework assistance to students who are registered by a parent or guardian. The Homework Center has a low staff-to-child ratio and is led by a teacher. SLAYA currently operates two Homework Centers at MMS and Kent Lake Elementary. Students meet after school for two hours a day. Students are given a snack and the opportunity to wind down before class begins. The remaining time is spent quietly doing homework or reading with the help of staff. There is a yearly registration fee for this program.

#### **Back to School Shopping**

School age children are invited to shop for new school clothes thanks to a partnership between Wal-Mart and SLAYA. Families in need of financial assistance are referred to this program.

#### **Summer Enrichment**

Summer Enrichment is a six-week program offered every summer for elementary and middle school children. The focus of this program is to prepare students for a play performance held the last night of the program.

Elementary children meet for two hours Monday through Thursday mornings. Middle school children meet for three hours each afternoon on those same days. Each group has their own full production night.

In addition to preparing for a performance, the children take part in a community outreach project, an arts and craft project and a simple fundraiser for a cause or charity.

All children are welcome from first grade through 8th grade. There is a nominal fee for this program. No child is turned away because of a disability or because of an inability to pay. Information about dates and times will be sent home with students during the month of May.

#### **Family Education**

South Lyon Area Youth Assistance provides programs designed to help parents understand child development, improve communications between parents and children, and enhance parenting skills.

#### Shop with a Hero

Youth Assistance provides volunteers and partial funding for this program of the Lyon Twp. Oakland County Sheriff's Office. In the month of December, children shop for their parents and siblings with the help of law enforcement and fire personnel.

#### **Summer Camp**

Each summer, Youth Assistance provides an opportunity for middle school students to attend camp for one week. Teachers, counselors, administrators, and Youth Assistance staff refer children for the camp experience.

Youth Assistance pays for the majority of the camp cost. Families are asked to pay a small deposit; however, no child will be turned away due to an inability to pay. Camp Michawana is a non-denominational Christian camp in Hastings, Michigan. The children enjoy swimming, canoeing, crafts, songs and campfires.

#### **Mentors Plus**

This program matches positive adult role models with local youth. Only a few hours each month can have a lasting positive impact on a child's life. All mentors are screened and trained prior to placement.

#### **Youth Recognition**

Each year Youth Assistance sponsors a Youth Recognition Event to honor students who are nominated for volunteer service through their church, school, or community. School personnel, Chamber of Commerce members, members of the clergy and community members nominate students. Nominators are asked to consider children who go above and beyond to help others in their community.

This event focuses on young people as positive role models and change agents in the South Lyon Area community. Nominees, nominators, family and community members are invited to a breakfast, at which time the nominees are presented awards by representatives from the Oakland County Circuit Court-Family Division. Local, county, and state dignitaries participate in honoring the students.

#### **Skill Building Scholarships**

Helping children stay active in positive, enriching, but costly activities is out of reach for some of our South Lyon area families. South Lyon Area Youth Assistance has made available limited scholarships to help these families keep their children involved.

To apply for a scholarship, a simple form is filled out and submitted, along with information on the activity the child is interested in, to the Youth Assistance Board of Directors for appoval (family names are not identified). A letter notifies parents if their request is approved, and they are asked to give Youth Assistance some feedback on their child's participation in the activities. This process takes between 10 and 14 days to get approved, so please allow enough time before the registration deadline.

#### Meetings

South Lyon Area Youth Assistance Board of Directors meet the third Wednesday of the month at 6:00 p.m., and anyone is welcome to attend.

#### **General Information**

South Lyon Area Youth Assistance is a non-profit community service organization committed to strengthening youth and families by preventing and reducing juvenile delinquency, child neglect and child abuse through community involvement.

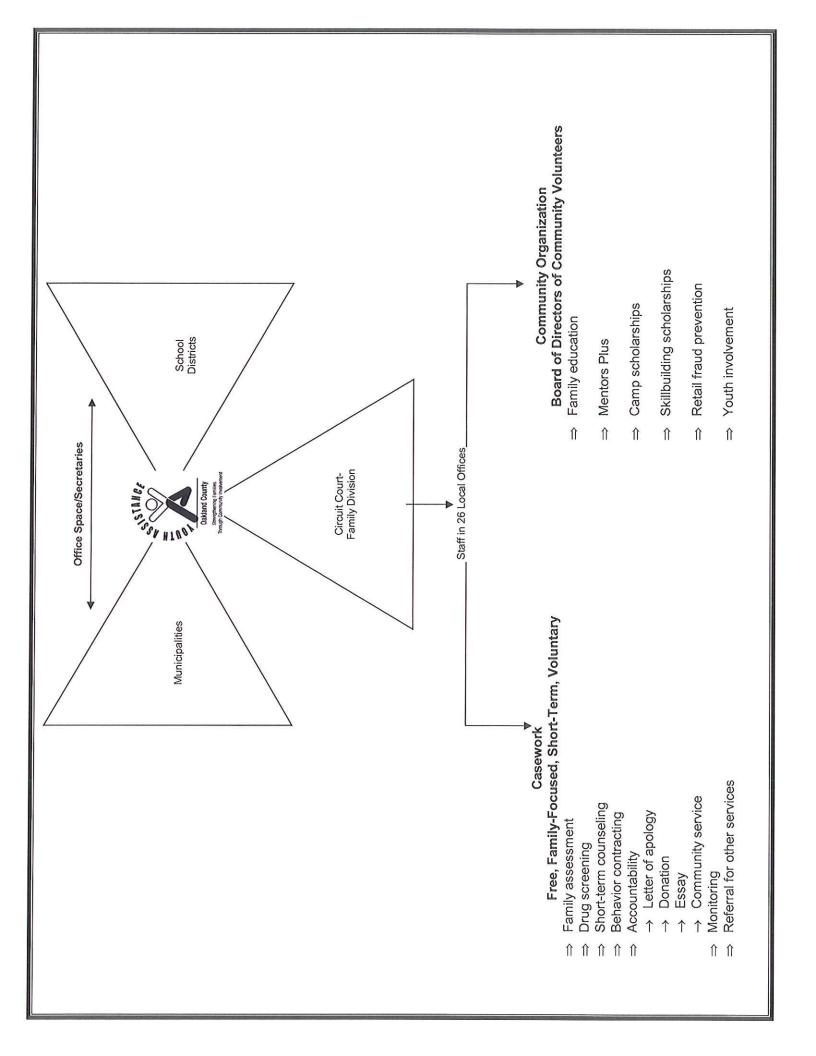
Volunteers work with professional staff to plan and sponsor enriching programs for young people and families in the South Lyon area. To volunteer, call the Youth Assistance office.

#### **Sponsors**

South Lyon Area Youth Assistance is sponsored by:

- Oakland County Circuit Court -Family Division
- · Lyon Township
- · Green Oak Township

- South Lyon Community Schools
- City of South Lyon
   Salem Township
- Additional funding for support of programming is acquired through fundraising activities, small grants, and contributions made by local businesses, civic organizations, church groups and citizens.



#### GREEN OAK CHARTER TOWNSHIP ORDINANCE NUMBER 01-2016

AN ORDINANCE TO ADD NEW SECTIONS 32-350 THROUGH 32-360 TO THE CODE OF ORDINANCES, GRANTING TO CONSUMERS ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER AND AUTHORITY TO LAY, MAINTAIN AND OPERATE GAS MAINS, PIPES AND SERVICES ON, ALONG, ACROSS AND UNDER THE HIGHWAYS, STREETS, ALLEYS, BRIDGES, WATERWAYS, AND OTHER PUBLIC PLACES, AND TO DO A LOCAL GAS BUSINESS IN THE GREEN OAK CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, FOR A PERIOD OF THIRTY YEARS.

#### **GREEN OAK CHARTER TOWNSHIP ORDAINS:**

Section 1. Chapter 34, Utilities, Sec. 32-350 to 32-360, Franchise Ordinances, shall be added and shall read as follows:

#### Sec. 32-350 Consumers Energy Company Franchise Ordinance.

This Ordinance grants to Consumers Energy Company a 30 (thirty) year franchise from the effective date of this ordinance, in accordance with Secs. 32-351 through 32-360 below.

#### Sec. 32-351 Grant, Term.

Green Oak Charter Township, Livingston County, Michigan, hereby grants to the Consumers Energy Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in the Green Oak Charter Township for a period of thirty (30) years.

#### Sec. 32-352. Consideration.

In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

#### Sec. 32-353. Conditions.

No highway, street, alley, bridge, waterway or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. All of Grantee's pipes and mains shall be so placed in the highways and other public places as not to unnecessarily interfere with the use thereof for highway purposes. Grantee shall construct and maintain Grantee's pipes and mains in accordance with the Michigan Gas Safety Standards, as adopted by the Michigan Public Service Commission.

#### Sec. 32-354. Hold Harmless.

Said Grantee shall at all times keep and save Green Oak Charter Township free and harmless from all claims, damages, loss, costs and expense to which it may be subject by reason of the negligent construction and/or maintenance of the structures and equipment hereby authorized. In case any action is commenced against Green Oak Charter Township on account of the permission herein given, said Grantee shall, upon notice, defend Green Oak Charter Township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

#### Sec. 32-355 Extensions.

Said Grantee shall construct and extend its gas distribution system within Green Oak Charter Township and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

#### Sec. 32-356 Franchise Not Exclusive.

The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

#### Sec. 32-357 Rates.

Said Grantee shall be entitled to charge the inhabitants of Green Oak Charter Township for gas furnished therein, the rates as approved by the Michigan Public Service Commission, to which Commission or its successors authority and jurisdiction to fix and regulate gas rates and rules regulating such service in the Township, are hereby granted for the term of this franchise. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either Green Oak Charter Township, acting by its Township Board, or by said Grantee.

#### Sec. 32-358 Revocation.

The franchise granted by this ordinance is subject to revocation upon sixty (60) days' written notice by the party desiring such revocation.

#### Sec. 32.359 Michigan Public Service Commission, Jurisdiction.

Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in Green Oak Charter Township.

#### Sec. 32-360 Compliance with Charter and Ordinances.

Grantee, its successors and assigns, shall, in the operation of this franchise, be subject to the Charter Township of Green Oak duly adopted ordinances; provided, however, that nothing herein shall be constructed as a waiver of Grantee of any of its existing or future rights under state or federal law.

#### Section 2. Repealer.

This ordinance repeals any ordinances in conflict thereof. This ordinance, when accepted and published as herein provided, shall specifically repeal and supersede the provisions of a gas ordinance adopted by the Township Board on February 6, 1986 entitled:

AN ORDINANCE, granting to CONSUMERS POWER COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, and other public places, and to do a local gas business in the TOWNSHIP OF GREEN OAK, LIVINGSTON COUNTY, MICHIGAN.

and amendments, if any, to such ordinance whereby a gas franchise was granted to Consumers Energy Company.

#### Section 3. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decisions shall not affect the validity of the remaining portions of this ordinance. The Township Board of Trustees hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

#### Section 4. Savings Clause.

Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

#### **Section 5.** Publication and Effective Date.

The Township Clerk is hereby ordered and directed to cause this ordinance or a summary of this ordinance to be published in the manner required by law. The effective date shall be the date of publication.

#### Section 6. Adoption.

This ordinance was duly adopted by the Green Oak Charter Township Board at its regular meeting called and held on February 3, 2016 and was ordered given publication in the manner required by law.

GREEN OAK CHARTI	ER TOWNSHIP		
Mark St. Charles, To	wnship Supervisor		Michael H. Sedlak, Township Clerk
Adoption Date:	February 3, 2016		
Publication Date:	:	_, 2016	
Effective Date:		2016	

#### GREEN OAK CHARTER TOWNSHIP

The following proceedings took place at a regular meeting of the Township Board of the Green Oak Charter Township, Livingston County, Michigan, held at the Township Hall on the 3<sup>rd</sup> day of February, 2016 at 7:00 p.m., Eastern Standard Time, there were PRESENT:

ABSENT:

The following preamble and resolution were offered by
and seconded by \_\_\_\_\_\_.

RESOLUTION 03-2016
FIRST RESOLUTION REGARDING CERTAIN
PROPOSED ROAD IMPROVEMENTS FOR
NICHWAGH LAKE ESTATES ROAD IMPROVEMENT
SPECIAL ASSESSMENT DISTRICT 2015

WHEREAS, the Township Board (the "Board") of the Green Oak Charter Township, Livingston County, Michigan (the "Township"), has decided to make road improvements in the Township which project will be known as the Nichwagh Lake Estates Road Improvement Special Assessment District 2015 Project all as described in Exhibit A attached hereto (the "Project"); and

WHEREAS, the Township \_\_\_\_\_, \_\_\_\_\_, Michigan, have prepared and submitted to the Township preliminary plans describing the Project and its location in the Township (the "Plans"), and has prepared a preliminary estimate of the cost of the Project (the "Cost Estimate") also attached as Exhibit A; and

WHEREAS, after reviewing the Plans and the Cost Estimate, the Board desires to proceed with the Project, to levy special assessments against the lands specially benefited by the Project, and to expense funds of the Township therefor in anticipation of the collection of such special assessments to defray all or part of the cost of the Project, all pursuant to and as authorized by Act No. 188, Public Acts of Michigan, 1954, as amended ("Act 188");

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. The Plans and the Cost Estimate are accepted, approved, and ordered filed with the Township Clerk, and the summary thereof attached to this resolution as EXHIBIT A is hereby approved and made a part of this resolution.
- 2. The Board hereby tentatively declares its intention to purchase the Project and tentatively designates the special

assessment district named and described in EXHIBIT B against which all or part of the cost of the Project is to be assessed (the "District").

- 3. The Board shall meet at 7:00 p.m., Eastern Standard Time, on March 2, 2016, at the Township Hall and during such meeting shall conduct a public hearing to hear objections to the Project and to the District as required by Act 188. The form of notice attached hereto as EXHIBIT B is hereby approved as and for the form of notice for such hearing. The Clerk shall cause notice of such hearing, in the form hereby approved, to be given as follows:
  - (a) To each record owner of, or party in interest in, land in any District whose name appears on the last Township tax assessment records (as defined below), by first-class mail addressed to such owner or part at such address, at least 10 days before the date of the hearing, provided, however, that if a record owner's name does not appear in the last Township tax assessment records, such notice shall be given by first-class mail addressed to the record owner at the address shown by the records of the Livingston County Register of Deeds within the time provided in this subparagraph (a);
  - (b) By publishing such notice twice in the *Livingston County Daily Press & Argus*, a newspaper circulating in the Township, the first such publication to be at least 10 days before the date of the hearing; and
  - (c) To each person (if any) whose name and address has been filed with the Secretary of State of the State of Michigan as a person upon whom may be served notice of any proceedings under Act 188, by registered mail addressed to such person at such address, or personally, within five days after the first publication of notice pursuant to subparagraph (b) of this paragraph.

As used in subparagraph (a) of this paragraph, the term "<a href="Last Township">Last assessment records</a>" means the last assessment roll for ad valorem tax purposes which was reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or the addresses of the owners or parties listed on such roll.

- 4. In addition to the notices required by paragraph 3 of this resolution, public notice of the meeting referred to in such paragraph shall be given pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended).
- 5. All previous resolutions, or parts of previous resolutions, of the board that are inconsistent with this resolution are hereby rescinded.

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Mark	: St	. C	harle	s,	Supe	rvi	sor		Mic	hae	1 н.	Sedla	ak, C	CMC, Cle	erk

#### CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Green Oak Charter Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a regular meeting held on February 3, 2016, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267), Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Michael H. Sedlak, CMC Green Oak Charter Township Clerk

#### EXHIBIT A

#### PROJECT DESCRIPTION AND COST ESTIMATES

Nichwagh Lake Estates Road Improvement Special Assessment District 2015 Project will consist of the following work:

To Pulverize existing pavement and install two (2) 1.5" 13A asphalt courses, altogether with necessary approach, shoulder, and turf restoration of the following roads: Hammerstone, Arrowhead, Clovis point, French Drive, Gorget Drive (ends at 13255 on north side). Estimated cost of the project is \$565,100.00 to be assessed in equal parts to each property owner of Nichwagh Lake Estates Subdivision and properties outlined in district map for a period of fifteen (15) years. Estimated yearly cost of \$513.61.

(	AD
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	Estates
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	NCD

SAD COST WORKSHEET

Total Units		General Fund Finance	
106		Construction Estimate A	Actual Construction
	Construction	471,688.00	
	Contingency	47,168.80	
	Petitions (15)		
	petition maps (15)		
	postage	195.04	
	Paper cost	42.40	
	Publishing	6,500.00	
	Construction/Paving Testing (Hasting)	8,000.00	
	MFD Filing fees		
	MAC Fees	18,000.00	
	Bond Cost	12,000.00	
	Bond discount		
	Legal work	1,500.00	
	Total Project	565,094.24	
	Total Assessment per parcel	5,331.08	
	Parcel Cost per year	0.00	0
	A PRODUCIONAL MANAGEMENT AND A PRODUCIONAL AND A		
	early estimates		
	updated 10/09/2015		

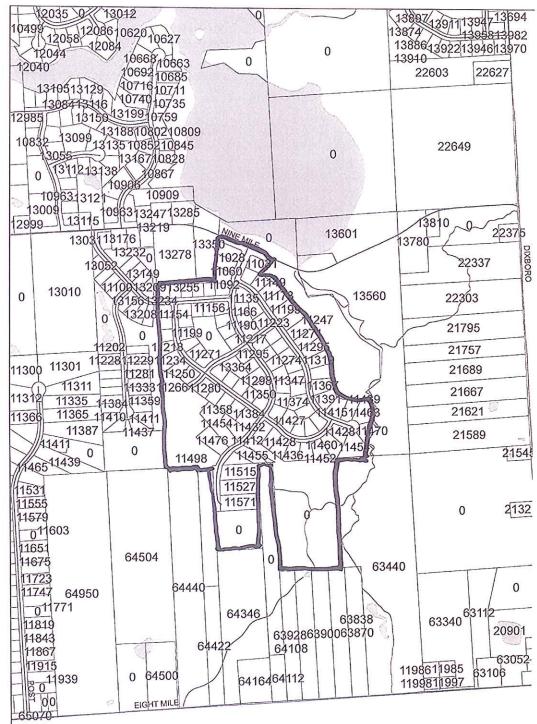
#### EXHIBIT B

## NICHWAGH LAKE ESTATES ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT 2015

See Attached:



### Nichwagh Estates SAD 2015



#### EXHIBIT C

## NOTICE OF PUBLIC HEARING GREEN OAK CHARTER TOWNSHIP, LIVINGSTON COUNTY

TO: ALL RECORD OWNERS OF, AND PARTIES IN INTEREST IN, LAND IN THE PROPOSED SPECIAL ASSESSMENT DISTRICT DESCRIBED HEREIN

NOTICE IS HEREBY GIVEN that the Township Board of the Green Oak Charter Township, Livingston County, Michigan (the "Township"), will meet beginning at 7:00 p.m., Eastern Standard Time, on \_\_\_\_\_, 2016 at the Green Oak Charter Township, Township Hall 10001 Silver Lake Road, Brighton, Michigan and during such meeting will conduct a public hearing to hear objections to the Project from certain record owners of land in the Township for the Nichwagh Lake Estates Road Project at an estimated cost of \$565,100 in a special assessment district described herein (the "Project"), to the Project and to the following special assessment district tentatively designated by the Township Board as the district against which the cost of the Project is to be assessed which district consists of the following lands:

NICHWAGH LAKE ESTATES ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT 2015

[SEE MAP, PARCEL NUMBERS AND LEGAL DESCRIPTIONS]

PLEASE TAKE FURTHER NOTICE that preliminary plans describing the Project and its location in the Township and a preliminary estimate of the cost of the Project, both prepared by the Township \_\_\_\_\_\_, \_\_\_\_\_\_, Michigan, are on file with the Township Clerk, 10001 Silver Lake Road, Brighton, Michigan, for public examination during regular business hours.

PLEASE TAKE FURTHER NOTICE that the owner or any person having an interest in property that is specially assessed may file a written appeal with the Michigan Tax Tribunal within 30 days after confirmation of the special assessment roll.

However, appearance and protest at the public hearing on the special assessment roll are required in order to appeal the special assessment to the Michigan Tax Tribunal. An owner or other party in interest or his or her agent may (1) appear in person at the hearing to protest the special assessment, or (2) file his or her appearance or protest by letter before the close of the hearing.

The Township Board shall maintain a record of parties who appear to protest at the hearing. If the hearing is terminated

or	adj	ourne	d f	or	the	day	befor	e a	party	is	prov	ided	the	oppo	rtun	ity
to	be	hear	∴d,	a	pai	cty	whose	ap	pearai	nce	was	rec	orde	d sh	nall	be
COI	nsid	lered	to	har	ve p	rote	ested	the	speci	al	asse	ssmen	t in	per	son.	

BY ORDER OF THE TOWNSHIP BOARD, Michael H. Sedlak, CMC Green Oak Charter Township Clerk

Published:	, 2016 &	121	2016
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## Green Oak Charter Township

10001 SILVER LAKE ROAD • BRIGHTON, MICHIGAN 48116 810-231-1333 • FAX 810-231-5080



## PA 188 of 1954 Proceedings CERTIFICATE

To the Clerk and Township Board Green Oak Charter Township Livingston County, Michigan

Dear officials,

This is to certify that I Mark St.Charles the supervisor of Green Oak Charter Township, Livingston County, Michigan, have checked the attached petition's for repairing Roads within Nichwagh Estates Road Improvement District to Pulverize existing pavement and install two (2) 1.5" 13A asphalt courses, altogether with necessary approach, shoulder, and turf restoration of the following roads: Hammerstone, Arrowhead, Clovis point, French Drive, Gorget Drive (ends at 13255 on north side). Estimated cost of the project is \$ 565,100.00 to be assessed in equal parts to each property owner of Nichwagh Lake Estates Subdivision and properties outlined in district map for a period of fifteen (15) years. Estimated yearly cost of \$513.61.

And I do hereby certify that said petitions have been signed by the record owners of 67.92% (percent) of the benefit units within the boundaries as described upon the petition.

I further certify that the total benefit units within the district equals 106. The total benefit units signed for by the record owners within the proposed district equals 72.

I do herby certify that the assessment roll and all assessment records have been verified with the records of the Assessor of Green Oak Charter Township as to the record owners of all property within Green Oak Charter Township and within the area set forth in said petition on the day of filling petition.

Respectfully submitted,

Supervisor, Green Oak Charter Township

Date //18/16

Parcel #	100	Owner's Name/Mailing Address	Legal Description	Signature Sign:	Signature Property
1 4716-36-100-013	11498 HAMMERSTONE DR	FRUDD, TIMOTHY A & DIANA L 11498 HAMMERSTONE DR SOUTH LYON, MI 48178	COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 36, T1N, RGE, GREEN OAK TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE N17 30'09"E 12.33 FEET TO AN IRON PIPE CALLED THE SOUTH ¼ CORNER OF SAID SECTION 36; THENCE SS8 47'35"W 134.42 FEET ALONG THE CATTLED THE SOUTH ¼ CORNER OF SAID SECTION 36; THENCE SS8 24'02"W709.71 FEET; THENCE THENCE CONTINUING ALONG SAID CENTERLINE SS8 24'02"W709.71 FEET; THENCE		
			(RECORDED AS 1216.51 FEET); THENCE SSS 2240*** 346.56 FEET ALONG THE EAST-WEST X, LINE OF SAID SECTION 36; THENCE NO. 59'40*** 1039.52 W, 1216.51 FEET); THENCE SSS 2240*** 346.66 FEET ALONG THE EAST-WEST X, LINE OF SAID SECTION 36; THENCE NO. 59'40*** 1099.29 FEET; THENCE SSI 24'52*** 238.79 FEET ALONG THE SOUTHWESTERLY LINE OF NICHWAGH LAKE ESTATES, AS RECORDED IN LIBER 26, PAGE 21, LIVINGSTON COUNTY RECORDS; THENCE 546.33'12** 59.78 FEET ALONG THE SOUTHWESTERLY LINE OF NICHWAGH LAKE ESTATES NO.2, AS RECORDED IN LIBER 27, PAGE 33, LIVINGSTON, COUNTY RECORDS; THENCE SSI 24'20*** 120.28 FEET ALONG THE SOUTHWESTERLY LINE OF SAID NICHWAGH LAKE ESTATES NO, 2; THENCE 531.540*** 170.00 FEET; THENCE SSI 23'30*** 129.59 FEET		
1716-36-100-014	1/2716-36-100-014 11432 HAMMERSTONE DR	PASEK, DAVID R & KIMBERLY A	SEC 36 TIN REF COM NW COR. TH N88*F 1348 85 FT TH 6 641 TH 6 641 20 20 70 FT TH 6 648 FF TH 6 648 FF		
		11432 HAMMERSTONE DR	517.83 FT FOR POB, TH S51*E 320 FT, TH S38*W 47.2 FT, TH SW'LY ALG HAMMERSTONE COURT 122.37 FT, TH N36*W 310.88 FT, TH		
		SOUTH LYON, MI 48178	N33*E 85 FT TO POB .93 AC SPLIT 4/92 FROM 011		
4716-36-100-015	11454 HAMMERSTONE DR	BEANE, JEFFREY	SEC 36 T1N R6E COM NW COR, TH N88*E 1348.86 FT, TH S 651.04 FT, TH S 913.2 FT, TH SG1*E 228.79 FT. TH S46*E 99.78 FT TH SS1*E		1
		11454 HAMMERSTONE DR	292.83 FT FOR POB, TH S51*E 225 FT, TH S38*W 85 FT, TH S36*E 310.88 FT, TH SW*LY ALG HAMMERSTONE COURT 125 FT, TH N38*W 409.01 FT TH N38*E 170 POR 1 95 AC BRIT 109 FD 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
		20110t 11010th 1101000			1
716-36-100-016	4716-36-100-016 11476 HAMMERSTONE DR	NOYES, BRYAN E & ANNE MARIE	SEC 36 T1N R6E COM NW COR, TH N88*E 1348.85 FT, TH S 651.04 FT, TH S 913.2 FT, TH S61*E 238.79 FT, TH S46"E 99.78 FT, TH S51*E		
		11476 HAMMERSTONE DR SOUTH LYON, MI 48178	292.83 FT, TH S38*W 170 FT, TH S38*E 172 FT FOR POB, TH S38*E 320.01 FT, TH SW'LY ALG HAMMERSTONE COURT 125 FT TH NS1*W 341 FT, TH NS1*E 199.96 FT TO POB 1.21 AC SPLIT 4/92 FROM 011		
716-36-100-019	1 4716-36-100-019 HAMMERSTONE DR	KALLABAT, LINDA	SEC 36 TJN R6E COMM NW COR OF SECTH N 88*1650" E 1348.85 FT TH S 00*5940" E 651 04 ET TO NW COR LOT 42 DE MICHWAGH I AVE		
		8180 FLAGSTAFF	ESTATES SUBDIVISION TH CONT S 00*5940" E 913.20 FT TH S 61*24'54" E 238.79 FT TH S 44*33'18" E 99.78 FT TH S 51*43'20" E 903.83 FF		
		COMMERCE TOWNSHIP, MI 48382	TH CONT S 38*16'40" W 47.20 FT TO POB TH CONT S 51*43'20" E 450.70 FT TH 510 FT TH S 0*07'44" E 1199.30 FT TH W 675.50 FT TH N 0"58'30" W 1139.40 FT TH N 88" E 62.35 FT TH N 60"50'51" W 393.57 FT TH ALG AN ARC TO THE LEFT CHD BRG N 46"33'08" E 124.63 FT TO POB CONT 19.44 ACRES SPLT 11/98 FROM 16-36-100-018.		
1716-36-100-020	1 4716-36-100-020 11455 HAMMERSTONE DR	SHOWALTER, ROBERT	SEC 36 TIN RGE COMM NW COR OF SEC TH N 88*1650" E 1348.85 FT TH S 00*59/40" E 651.04 FT TH NW COR OF LOT 42 OF NICHWAGH	-	
		11455 HAMMERSTONE DR	LAKE ESTATES SUBDIVISION TH CONT S 00*59'40" E 913.20 FT TH S 61*24'54" E, 238.79 FT TH S 46*33'18" E 99.78 FT TH S 51*43'20" E	4	
		SOUTH LYON, MI 48178	903.83 FT TH S 38*16'40" W 47.20 FT TH ON A CURVE TO THE RIGHT CHD BRG S 46*33'08" W, 124.63 FT TO POB TH S 60*05'51" E 393.57 FT TH S 88*29'44" W 231.24 FT TH ON A CURVE RIGHT CHD BRG N 60*29'51" E 51.71 FT TH ON A CURVE LEFT CHD BRG N 59*40'55" E 51.71 FT TH ON A CURVE LEFT CHD BRG N 59*40'55" E 73.30 FT TO POB CONT. 87 ACRES SPLIT 11/98 FROM 16-36-100-013.		
1 4716-36-100-021	11481 HAMMERSTONE DR	FURIOSO, PAUL & LAURIE	SEC36 T1N R6E COMM NW COR OF SECTH N 88*16/50" F 1348 SE FTTH & DIP*58/40" F 651 ON FITD MW COR I CT 23 DE MICHARACH I AVES		
		11481 HAMMERSTONE DR	ESTATES SUBDIVISION TH CONT S 00*59'40" E 513.20 FT TH S 612'24'55" FT FT 54'823" E 99.78 FT TH S 514'32'20" E 903.83 FT		-

Page 1

arcel # Property Address	Owner's Name/Mailing Address SOUTH LYON, MI 48178	Legal Description TH S 38*16'40" W 47.20 FT TH ON A CURVE RIGHT CHD BRG S 51*24'27" W 196.72 FT TH ALG CURVE TO THE LEFT CHD BRG S 60*29'51" W 51.71 FT TO POB TH S 57*17'06" E 258.72 FT TH S 88*29'40" W 346.77 FT TH ALG CURVE RIGHT CHD BRG N40*59'14" E 197.02 FT TO POB.
		CONT.62 ACRES SPLIT 11/98 FROM 16-36-100-018.

Parcel #	Parcel # Property Address	Owner's Name/Mailing Address	Legal Description	
4716-36-101-001	1 4716-36-101-001 11031 HAMMERSTONE DR	O NEILL, TERRENCE W	SEC 36 TIIN R6E NICHWAGH LAKE ESTATES LOT 1	
		11031 HAMMERSTONE DR		7
		SOUTH LYON, MI 48178		
4716-36-101-002	1 4716-36-101-002 11073 HAMMERSTONE DR	MADIS, MICHAEL & LAURA	SEC 36 TJIN R6E MICHWAGH LAKE ESTATES LOT 2	
		11073 HAMMERSTONE DR		
		SOUTH LYON, MI 48178		
4716-36-101-003	1 4716-36-101-003 11135 HAMMERSTONE DR	HOVER, JAMES & MARYELLEN	SEC 36 TJN R6E NICHWAGH LAKE ESTATES LOT 3	,
		11135 HAMMERSTONE DR		7
		SOUTH LYON, MI 48178		
4716-36-101-004	1 4716-36-101-004 11163 HAMMERSTONE DR	GALLOP, DAVID A & DEBRA L	SEC 36 TIN R6E NICHWAGH LAKE ESTATES LOT 4	
		11163 HAMMERSTONE DR		
		SOUTH LYON, MI 48178		
4716-36-101-005	1 4716-36-101-005 11191 HAMMERSTONE DR	BARRETT, JANE	SEC 36 TIN R6E NICHWAGH LAKE ESTATES LOT 5	
		11191 HAMMERSTONE DR		
		SOUTH LYON, MI 48178		
4716-36-101-006	1 4716-36-101-006 11217 HAMMERSTONE DR	OLENCZUK, THOMAS M & SANDRA L	SEC 36 TIN R6E NICHWAGH LAKE ESTATES LOT 6	
		11217 HAMMERSTONE DR		4
		SOUTH I VON MI 48178		

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October 2015

1 4716-36-101-007 11243 HAMMERSTONE DR	riopeity Addiess	Owner's Manne/Manning Address	regai Description			
	11243 HAMMERSTONE DR	BRAMBS, EDWARD S	SEC 36 T1N RGE NICHWAGH LAKE ESTATES LOT 7		-	,
		11243 HAMMERSTONE DR				
	and the second s	SOUTH LYON, MI 48178				
1 4716-36-101-008	1 4716-36-101-008   11269 HAMMERSTONE DR	ARCANGELI, GEORGIA	SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 8			
		11269 HAMMERSTONE DR				
		SOUTH LYON, MI 48178				
1 4716-36-101-009	11295 HAMMERSTONE DR	JOHNSTON, ROBERT D & KIRSTEN	SEC 36 T1N RGE NICHWAGH LAKE ESTATES LOT 9			
		11295 HAMMERSTONE DR				
		SOUTH LYON, MI 48178		- Company		
1 4716-36-101-010	1 4716-36-101-010   11321 HAMMERSTONE DR	MORRISON, JAMES & BARBARA	SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 10	1	ef	14
		11321 HAMMERSTONE DR				
		SOUTH LYON, MI 48178				
1 4716-36-101-011	1 4716-36-101-011 11347 HAMMERSTONE DR	CALDER- BOWMAN, KRISTEN	SEC 36 T1N RGE NICHWAGH LAKE ESTATES LOT 11	H	-	1
		11347 HAMMERSTONE DR				
		SOUTH LYON, MI 48178				
1 4716-36-101-012	11373 HAMMERSTONE DR	PROUDFOOT, BRAD & PAMELA	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 12		-	1
		11373 HAMMERSTONE DR				
And the state of t		SOUTH LYON, MI 48178				
1 4716-36-101-013	11399 HAMMERSTONE DR	DRERUP, EDWIN & HELEN TRUSTEES	SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 13	1	H	H
		11399 HAMMERSTONE DR				
e commentential and the second consideration		SOUTH LYON, MI 48178				
1 4716-36-101-014	1 4716-36-101-014   11391 CLOVIS POINTE DR	LUKOMSKI, CRAIG & HEIDI	SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 14	L		-
		11391 CLOVIS POINTE DR				
		SOUTH LYON, MI 48178		-		
1 4716-36-101-015	11350 HAMMERSTONE DR	GRIEST MICHAEL	SEC 36 T1N RGE NICHWAGH LAKE ESTATES LOT 15			
		11350 HAMMERSTONE DR				
		SOUTH LYON, MI 48178				
1 4716-36-101-016	1 4716-36-101-016 11298 HAMMERSTONE DR	MULLETT, KAREN	SEC 36 T1N RGE NICHWAGH LAKE ESTATES LOT 16	South the		1
		11298 HAMMERSTONE DR				
		SOUTH LYON, MI 48178				

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SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 17			SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 18			SEC 36 71N RGE NICHWAGH LAKE ESTATES LOT 19			SEC 26 TAN DEE NICHMACH I NE ESTATES I OT 20	טבר סם נדון עסברואירוואיאסטן ראיר רס דער		SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 21			SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 22			SEC 36 TIN R6E NICHWAGH LAKE ESTATES LOT 23			SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 24			SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 25			SEC 36 T1N RGE NICHWAGH LAKE ESTATES LOT 26			SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 27	
BAILO, STEVEN & KELLY	11272 HAMMERSTONE DR	SOUTH LYON, MI 48178	FAMIGLIETTI, GARY A & KATHLEEN	11246 HAMMERSTONE DR	SOUTH LYON, MI 48178	LANAM WILLIAM S & TAMARA R	13364 FRENCH DR	SOUTH LYON, MI 48178	ALIBORA O GENERAL MAIGAEL	11295 CLOVIS POINTE DR	SOUTH LYON, MI 43178	LIDDELL, JERRY	11319 CLOVIS POINTE DR	SOUTH LYON, MI 48178	LEDBETTER, LARRY DELYNNE	11343 CLOVIS POINTE DR	SOUTH LYON, MI 48178	OLECH, ROBERT & SUSAN	11367 CLOVIS POINTE DR	SOUTH LYON, MI 48178	FLYNN, MICHAEL & WENDY	11224 HAMMERSTONE DR	SOUTH LYON, MI 48178	ROZAN, WESLEY JOHN	11210 HAMMERSTONE DR	SOUTH LYON, MI 48178	METZNER, GEORGE	11138 HAMMERSTONE DR	SOUTH LYON, MI 48178	JONES, MARION & THOMAS	TOBOS CNOWN EGBET CIB
11272 HAMMERSTONE DR			1 4716-36-101-018   11246 HAMMERSTONE DR			13364 FRENCH DR			A DEFINITION SULVE TO BOCKE OF THE PROPERTY OF	LL233 CLOVIS POINTE DR		1 4716-36-101-021   11319 CLOVIS POINTE DR			1 4716-36-101-022   11343 CLOVIS POINTE DR			1 4716-36-101-023 11367 CLOVIS POINTE DR			1 4716-36-101-024 11224 HAMMERSTONE DR			1 4716-36-101-025   11210 HAMMERSTONE DR			1 4716-36-101-026 11138 HAMMERSTONE DR		H-1	1 4716-36-101-027   11156 HAMMERSTONE DR	
1 4716-36-101-017 1			1 4716-36-101-018			1 4716-36-101-019 13364 FRENCH DR			000 101 30 3110	1 4/ 10-30-101-020		1 4716-36-101-021		And included in Section 2015	1 4716-36-101-022			1 4716-36-101-023			1 4716-36-101-024			1 4716-36-101-025			1 4716-36-101-026			1 4716-36-101-027	

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Parcel # Property Address	Address	Owner's Name/Mailing Address	Legal Description			
1 4716-36-101-028 133S4 GORGET DR	ORGET DR	FLANNAGAN, THOMAS 13354 GORGET DR SOUTH LYON, MI 48178	SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 28	н		
1 4716-36-101-029 13328 GORGET DR	DRGET DR	SWANSON, WILLIAM J & PATRICIA 13328 GORGET DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 29			
1 4716-36-101-030 11151 CLOVIS POINTE DR	OVIS POINTE DR	HAGGARD, STEPHEN & JULIE 11151 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 T1N R6E NICHWAGH LAKE ESTATES LOT 30	14		
1 4716-36-101-031 11175 CLOVIS POINTE DR	OVIS POINTE DR	KANERIS, MICHAEL & LINDA 11175 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 31.	н.	н	
1 4716-36-101-032 11199 CLOVIS POINTE DR	OVIS POINTE DR	ALLEN, JOEL & CAROLYN FAMILY TRUST 11199 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 32 & N 8 FT LOT 33	1	ਜ	
1 4716-36-101-033   11223 CLOVIS POINTE DR	OVIS POINTE DR	PARKS, ENIC A & DIANA 11223 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIIN RGE NICHWAGH LAKE ESTATES LOT 33 EXC N 8 FT			
1 4716-36-101-034 11247 CLOVIS POINTE DR	OVIS POINTE DR	PERSON, SCOTT C & KRISTY L 11247 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN R63 NICHWAGH LAKE ESTATES LOT 34	स	н	
1 4716-36-101-035 11271 CLOVIS POINTE DR	OVIS POINTE DR	GIRA, CORY & BROOKE 11271 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 3S	н	ਜ	
1 4716-36-101-036 11250 CLOVIS POINTE DR	OVIS POINTE DR	BYARS, DAVID & ILSA 11250 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIIN RGE NICHWAGH LAKE ESTATES LOT 36			
1 4716-36-101-037 11234 CLO	11234 CLOVIS POINTE DR	CABANILLA, LEYVEE L 11234 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 37			
1 4716-36-101-038 11218 CLOVIS POINTE DR	OVIS POINTE DR	ROMEYN, GEORGE & SHIRLEY 11218 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 T1N RGE NICHWAGH LAKE ESTATES LOT 38	11	н	

Parcel #	Property Address	Owner's Name/Mailing Address	Legal Description	
1 4716-36-101-039	1 4716-36-101-039 11202 CLOVIS POINTE DR	TYMOC, RICHARD & JEAN 11202 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN RÉE NICHWAGH LAKE ESTATES LOT 39	1 1
1 4716-36-101-040	11178 CLOVIS POINTE DR	GREIL, WOLFGANG 9229 SOUTH MAIN PLYMOUTH, MI 48170	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 40	
1 4716-36-101-041	11154 CLOVIS POINTE DR	SCHMIDTKE, THOMAS & TERRI 11154 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 41.	
1 4716-36-101-042	4716-36-101-042   13255 GORGET DR	OSTROWSKI, DOUGLAS & JULIE 13225 GORGET DR SOUTH LYON, MI 43178	SEC 36 TAN RGE NICHWAGH LAKE ESTATES LOT 42	
1 4716-36-101-043 13281 GORGET DR	13281 GORGET DR	HALL, GREGORY & PAULINE 13281 GORGET DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 43	
1 4716-36-101-044	13307 GORGET DR	MANEY, STEVE & EITA 13307 GORGET DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 44	1 1
1 4716-36-101-045	13333 GORGET DR	DOMBECKI, CARL & PATRICIA 13333 GORGET DR SOUTH LYON, MI 43178	SEC 36 TIIN RGE NICHWAGH LAKE ESTATES LOT 45	T.
1 4716-36-101-046   13359 GORGET DR	13359 GORGET DR	HRONEC, STEPHEN & SALLY 13359 GORGET DR SOUTH LYON, MI 43178	SEC 36 TLIN RGE NICHWAGH LAKE ESTATES LOT 46	1
1 4716-36-101-047	1 4716-36-101-047 11124 HAMMERSTONE DR	WENDECKER, PETER & DEBORAH 11124 HAMMERSTONE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 47	11
1 4716-36-101-048	1 4716-36-101-048   11092 HAMMERSTONE DR	RUBI, CAROLE & LAMPROS, PATRIC 11092 HAMMERSTONE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 48	
1 4716-36-101-049	11060 HAMMERSTONE DR	CAMERON, MATTHEW R & KELLY M 11060 HAMMERSTONE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES LOT 49	1
1 4716-36-101-050	1 4716-36-101-050 11028 HAMMERSTONE DR	BEILMAN, MARK R & VALERIE A 11028 HAMMERSTONE DR SOUTH LYON, MI 48178	SEC 36 TIIN RGE INICHWAGH LAKE ESTATES LOT 50	н

Parcel #	Property Address	Owner's Name/Mailing Address	Legal Description	
4716-36-201-051	1 4716-36-201-051 11125 ARROWHEAD DR	SWEIGARD, ROBERT	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 51	in
		11125 ARROWHEAD DR SOUTH LYON, MI 48178		
1 4716-36-201-052	11149 ARROWHEAD DR	TAULBEE, MICHAEL & JENNIFER	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 52	1 1
		SOUTH LYON, MI 48178		
4716-36-201-053	1 4716-36-201-053 11173 ARROWHEAD DR	CHAPIEWSKI, RONALD	SEC 36 TIN RGE NICHWAGH LAKE ESTATES #2 LOT 53	-
		11173 ARROWHEAD DR SOUTH LYON, MI 48178		
4716-36-201-054	1 4716-36-201-054 11199 ARROWHEAD DR	DORION, BRYAN & MOLLY	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 54	
		11199 ARROWHEAD DR		
		SOUTH LYON, MI 48178		
4716-36-201-055	1 4716-36-201-055 11223 ARROWHEAD DR	WILLIAMS, DAVID & MARIANNE	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 55	-
		11223 ARROWHEAD DR		
		SOUTH LYON, MI 48178		
4716-36-201-056	1 4716-36-201-056 11247 ARROWHEAD DR	WATSON, SCOTT A & ANN C	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 56	
		11247 ARROWHEAD DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-057	11271 ARROWHEAD DR	WHARTON, TRACIE	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 57	1
		11271 ARROWHEAD DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-058	11295 ARROWHEAD DR	SCHULTZ, MARTIN & JANET	SEC 35 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 58	т
		11295 ARROWHEAD DR		
		SOUTH LYON, MI 48178		
4716-36-201-059	1 4716-36-201-059   11319 ARROWHEAD DR	RATHS, KAREN K	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 59	
		11319 ARROWHEAD DR		1
		SOUTH I VON MI 48178		

Parcel # Propo	Property Address	Owner's Name/Mailing Address	Legal Description			
1 4716-36-201-060 11343 ARROWHEAD DR	43 ARROWHEAD DR	HERZOG, DONALD & BARBARA 11343 ARROWHEAD DR SOUTH LYON, MI 48173	SEC 36 TIN R6E NICHWAGH LAKE ESTATES #2 LOT 60	11	TH.	+
1 4716-36-201-061 11367 ARROWHEAD DR	57 ARROWHEAD DR	FOLEY, KEVIN J. & SHARON K 11367 ARROWHEAD DR SOUTH LYON, MI 48178	SEC 36 TIIN R6E NICHWAGH LAKE ESTATES #2 LOT 61		п	H
1 4716-36-201-062 11391 ARROWHEAD DR	91 ARROWHEAD DR	LINK, DANIEL M & TINA M 11391 ARROWHEAD DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES #2 LOT 62	н	н	1
1 4716-36-201-063   11415 ARROWHEAD DR	LS ARROWHEAD DR	RHINE, MICHAEL & CAROL REV TRUST 11415 ARROWHEAD DR SOUTH LYON, MI 48178	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 63	н	1	H
1 4716-36-201-064 11439 ARROWHEAD DR	39 ARROWHEAD DR	WOLYNIAK, JAN & ELICK, KATHERI 11439 ARROWHEAD DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES #2 LOT 64	н	н	ਜ
1 4716-36-201-065 11463 ARROWHEAD DR	33 ARROWHEAD DR	DETAVERNIER,REV TRUST 11463 ARROWHEAD DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES #2 LOT 65	ਜ	r.	#
1 4716-36-201-066   11470 ARROWHEAD DR	O ARROWHEAD DR	LASKI, RANDALL & GAIL 11470 ARROWHEAD DR SOUTH LYON, MI 43178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES #2 LOT 66	rt	н	н
1 4716-36-201-067   11454 ARROWHEAD DR	4 ARROWHEAD DR	DRURY, JAMES & DARLENE 11454 ARROWHEAD DR SOUTH LYON, MI 43178	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 67	Ħ	स	11
1 4715-36-201-068   11428 ARROWHEAD DR	S ARROWHEAD DR	PEARSE, CHARLES 11428 ARROWHEAD DR SOUTH LYON, MI 48178	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 68	н		-
1 4716-36-201-069 11460 CLOVIS POINTE DR	O CLOVIS POINTE DR	KLEMENS, DARREN & MAUREEN 11460 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 TIN RGE NICHWAGH LAKE ESTATES #2 LOT 69	ਜ	ਜ	14
1 4716-36-201-070 11452 CLOVIS POINTE DR	2 CLOVIS POINTE DR	MORMAN, STEPHEN M & LAURA A 11452 CLOVIS POINTE DR SOUTH LYON, MI 48178	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 70	н	ਜ਼	1
1 4716-36-201-071 11444 CLOVIS POINTE DR	4 CLOVIS POINTE DR	HELCHOWSKI, COREY M. 11444 CLOVIS POINTE DR	SEC 36 TIIN RGE NICHWAGH LAKE ESTATES #2 LOT 71			

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	SOUTH LYON, MI 48178	
1 4716-36-201-072 11436 CLOVIS POINTE DR	DUQUET, FRANK J.	SEC 36 TJ.N R6E NICHWAGH LAKE ESTATES #2 LOT 72
	11436 CLOVIS POINTE DR	
	SOUTH LYON, MI 48178	
1 4716-36-201-073   11428 CLOVIS POINTE DR	MARCOTTE, DAVID & LEE ANN	SEC 36 TJN R6E NICHWAGH LAKE ESTATES #2 LOT 73
	11428 CLOVIS POINTE DR	
	SOUTH LYON, MI 48178	The second secon
1 4716-36-201-074 11420 CLOVIS POINTE DR	DAVIS, GREGORY & JANICE	SEC 36 TJN R6E MICHWAGH LAKE ESTATES #2 LOT 74
	11420 CLOVIS POINTE DR	
	SOUTH LYON, MI 48178	
1 4716-36-201-075   11412 CLOVIS POINTE DR	MASKO, RANDALL & SHEILA	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 75
	11412 CLOVIS POINTE DR	4
	SOUTH LYON, MI 48178	
1 4716-36-201-076   11384 CLOVIS POINTE DR	COPPOLA, UGO & KATHLEEN M TRUST	SEC 36 TIN RGE NICHWAGH ESTATS #2 107 76
	11384 CLOVIS POINTE DR	
	SOUTH LYON, MI 48178	
1 4716-36-201-077 11358 CLOVIS POINTE DR	JOZWIAK, CARL & JANET	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 77
	11358 CLOVIS POINTE DR	
	SOUTH LYON, MI 48178	

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Parcel #		Owner's Name/Mailing Address	Legal Description	
1 4716-36-201-078	11332 CLOVIS POINTE DR	FALLERT, PAUL & CARYN	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 78	
		11332 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-079	11306 CLOVIS POINTE DR	FELSTOW, JAY & CINDY	SEC 36 TIN REE INICHWAGH LAKE ESTATES #2 LOT 79	
		11306 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-080	11280 CLOVIS POINTE DR	GLOVER, EDWARD L & COLLEEN	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 80	1
		11280 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-081	1 4716-36-201-081 11266 CLOVIS POINTE DR	MAURUS, JEFFREY & SUSAN	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 81	r
		11266 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-082	11427 CLOVIS POINTE DR	SCHMEICHEL, WALDEMAR & JEAN	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 92	н
		11427 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-083	11439 CLOVIS POINTE DR	GURSKI, JANIS	SEC 36 T1N R6E NICHWAGH LAKE ESTATES #2 LOT 83	
		11439 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-084	11451 CLOVIS POINTE DR	STACHOWIAK, LISA M & MCDOWEL	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 24	
		11451 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-085	11463 CLOVIS POINTE DR	MUENCH, MARK & ADELE	SEC 36 TIJN RGE NICHWAGH LAKE ESTATES #2 LOT 85	1
		11463 CLOVIS POINTE DR		
		SOUTH LYON, MI 48178		
1 4716-36-201-086	1 4716-36-201-086 11386 ARROWHEAD DR	SULLIVAN, RICHARD M & DIANE C	SEC 36 T1N RGE NICHWAGH LAKE ESTATES #2 LOT 36	
		11386 ARROWHEAD DR		
		CO. 100 100 100 100 100 100 100 100 100 10		

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October 2015

					1	7/		67.00	26.70	
					25	5				
Legal Description	SEC 36, T1N, REE COMM SE COR OF SEC TH S 89*07*12" W 28.11.39 FT TH CONT S 88*36'00" W 709 94 FT TH N OP 401*5" W 1709 97 FT TO	POB TH CONT N 00°55' W 435 FT, TH N 88*49'28" E 503 FT, TH S 00*57'29" E 435 FT TH S 88*49'32" W 505, 20 FT TO POR SHIT TO ACT	FROM 16-36-300-019, CONT 5.03 ACRES.		62.	7,		Percentage in Favor		
Owner's Name/Mailing Address	FRUDD, TIMOTHY & DIANA	11498 HAMMERSTONE	SOUTH LYON, MI 48178							
Farcer # Property Address	1 4716-36-300-023 HAMMERSTONE DR									
rarce #	1 4716-36-300-023									106

#### AGENDA ITEM

MEETING DATE: February 3, 2016 PERSON PLACING ITEM ON AGENDA: Mark St. Charles, Supervisor AGENDA TOPIC: Funding Avenue for Post Lane Re-Paving TOPIC EXPLANATION: I have had several meetings with the resident who live along Post Lane regarding re-paving their road. The initial cost put the reconstruction at or around \$458,890.00. My charge from the initial meeting was to explore other ideas for resurfacing Post Lane. The County Road commission has looked at the road base and is suggesting a wedge & overlay which will buy them 10 -15 years. This proposal is estimated to cost \$165,690.00. We explored a third option which is Chip Seal but the county does not recommend this due to the condition of the existing base and believes that will have a very early failure. The question for the Board is, similar to what we have done with other subdivisions where their improvement project is under \$200,000, do we wish to fund this one? Time line the same, 5 years? Interest rate, 6%? Once I have these answers, I can prepare their petitions and it will be up to them at that point. SUPPORTING DOCUMENTATION: POSSIBLE COURSES OF ACTION: SUGGESTED MOTION:

ROLL CALL VOICE VOTE

TYPE OF VOTE:

## GREEN OAK CHARTER TOWNSHIP 10001 Silver Lake Road, Brighton, MI 48116



February 4, 2016

RE: Request for Proposal – Human Resources Outsourcing

Dear:

Green Oak Charter Township is consider outsourcing its Human Resources services for our employees.

Your organization has been identified as one that may be able to provide the services necessary to externally administer all or part-of our current Human Resources operation. Green Oak Charter Township would greatly appreciate it if you would consider responding with a proposal by March 4, 2016.

For your information, Green Oak Charter Township currently employs 40 full time employees and 59 part time employees. Our part time employees are primarily on-call firefighters. These part time employees are exempt from the Affordable Care Act requirements.

To assist you in understanding the scope of HR Responsibilities we are looking for, I have enclosed a summary of Human Resources' Major Tasks, Duties and Responsibilities through the Request for Proposal and a current Benefits Packet (See Attached).

If you have any questions, require additional information, or would like to meet to discuss the current operation of Green Oak Charter Township's Human Resources please let me know.

Sincerely,

Susan M. Daugherty, CPFA, CPFIM, MiCPT

Susm n. Daugherty

Treasurer

#### GREEN OAK CHARTER TOWNSHIP

#### REQUEST FOR PROPOSAL (RFP)

#### THE RFP PROCESS

Please follow the procedures outlined under the **RFP PROCESS** in preparing your response and structure your proposal to address the items listed under the **RFP PROPOSAL**. This request for proposal has been structured to reduce, where possible, the time and effort needed to prepare a response and for Green Oak Charter Township to evaluate the proposal. Brief, direct and factual responses are preferred.

Two separate documents (Technical Proposal and Business Proposal) are requested so that the selection team can separately review your company's service capabilities without being biased by pricing information. Both documents must be signed by an individual authorized to commit your company to provide the proposed services at the proposed fees. The Business Response should also include a statement of commitment that can be accepted by the Green Oak Charter Township Board at its discretion on or before March 4, 2016 and be effective immediately after our approval.

#### Two separate documents must be submitted, as follows:

A Technical Proposal, presenting your company's services, and A Business Proposal, presenting your company's fees related to the performance of service outlined in the Technical Proposal.

#### II. Responses must be submitted to:

Green Oak Charter Township
Attn: Michael Sedlak, Clerk
10001 Silver Lake Road
Brighton, MI 48116

Responses must be received by **5:00 p.m.** (Eastern Time) on or before March 4, 2016. Responses received after this date may eliminate the candidate from consideration.

#### III. Selection Process

Selection of the most responsible proposals will be made after a review and analysis by Green Oak Charter Township. Other experts, interested parties or employee representatives may be consulted to advise staff during the review and analysis process. Respondents may be requested to meet with Green Oak Charter Township and advisors to expand on proposal qualifications and experience.

#### IV. Selection Criteria

The successful organization will be selected upon the demonstrated ability to:

- Act as a partner with Green Oak Charter Township to administer the Human Resources function. This includes the Township Administrative, Police, and Fire personnel.
- 2. Provide a proven account manager who will be focused on Green Oak Charter Township.
- 3. Provide superior levels of service to Green Oak Charter Township's employees and administrative staff.

#### V. General Information:

All proposals and related materials become the property of Green Oak Charter Township and may be returned only at its option.

Green Oak Charter Township is not obligated to accept any proposal or to negotiate any proposal. All transactions are subject to the final approval of the Green Oak Charter Township Board who reserves the right to reject any or all proposals without cause for liability.

All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, information or presentation) will be borne by the respondent.

#### VI. The RFP Proposal - The proposal should provide:

#### Approach

- 1. A Human Resources strategy statement indicating how your organization will best meet the varying needs of the Township
- 2. A detailed analysis of how the major HR functions will be assumed.
- 3. A description of your approach and capabilities in terms of designing new programs and fine tuning existing programs.
- 4. A description of the major Human Resources-related issues facing Townships and Municipalities.
- 5. Measurement tools to evaluate the success/failure of programs.
- 6. Information on systems to record, save and track data.
- 7. An outline of the structure of the service team that will be assigned to our account.

#### **About Your Company**

- 1. Identify your organization's experience with respect to assimilating the HR function and what makes your organization uniquely qualified for this project.
- 2. Describe the function, reporting relationships and locations of each person responsible for this account and experience with similar projects.
- 3. Identify three clients that you have worked with that we may contact for reference purposes.

#### **Implementation Process**

- 1. Develop a project time line, summarizing the entire process beginning with this proposal.
- 2. Explain the transition process you would employ if your bid is successful. Include a detailed description of the implementation plan, the Township's role in the process, data requirements and time frames.
- 3. Total number of projected hours required for this project.
  - At Green Oak Charter Township
  - At Your Place of Business

#### MAJOR TASKS, DUTIES AND RESPONSIBILITIES BY FUNCTIONAL AREAS

#### **Position Responsibilities:**

- Perform difficult staffing duties, including dealing with understaffing, refereeing disputes, firing employees, and administering disciplinary procedures.
- Draft a form for progressive disciplinary procedures.
- Create and post job requisitions internally and externally for all hourly positions and ensure physical posting at all locations.
- Work with hiring managers to revise job descriptions and create standard interview questions for in person interviews.
- Facilitate resume viewing by hiring managers, and administrate rating process to compile onsite candidate list for in person interviews.
- Schedule and participate in all interviews for temporary and full time workforce to assist in candidate selection.
- Prepare job offer letters and present to candidates. Notify those applicants who applied and were not chosen.
- Prepare benefit letters and vacation accruals for terminations and process terminations.

- Set up pre-employment physical and drug testing and perform background checks and notify hiring manager of results.
- Create a hiring checklist.
- Complete any pre-employment paperwork with the employee, ensure check-off on the hiring checklist and provide necessary information to the payroll department.
- Create/update employee handbook.
- Develop a new hire orientation.
- Develop benefits manual for all employees
- Manage employee pay rates and job descriptions
- Participate in the employee orientation to complete new hire paperwork, review handbook, present benefits and assist in benefit enrollment.
- Manage annual performance appraisal procedures and conduct any disciplinary reviews.
- Liaison to insurance carrier to track FMLA, STD and LTD claims.
- Ensure timely termination for STD claims moving to LTD.
- Track FMLA hours and ensure employee STD payments are timely.
- Communicate benefits payment schedule to employees on leave to avoid arrears situations.
- Provide insurance carrier requested information for ADA requests and work with Supervisors on essential job duties to meet accommodations.
- Maintain employee medical files.
- Order and maintain Labor Law bulletin boards for all township locations with the most up to date legal requirements.
- Handle employee motivational events and celebrations. Assist employees with benefit
  and handbook policy questions. Schedule open time to conduct one on one employee
  meetings as needed to discuss employee concerns. On a semi-annual basis or time
  deemed appropriate, conduct a "round-table"-like discussion with a group of staff
  representatives (i.e. managers and 5-6 full and part-time employees for an open
  discussion of any and all issues.
- Coordinate wage and salary surveys to ensure inter-governmental and external market equity
- Perform other duties and assist with projects as needed.

#### Requirements:

- 1. Essential Skills and Experience
- 2. Bachelor's Degree in Human Resources, Business or other related field.
- **3.** Two or more years' experience in Recruiting or general broad knowledge of HR concepts and HR administrative work.
- 4. Computer skills in Excel, Word and PowerPoint
- **5.** Good communication skills.
- 6. Benefits knowledge with handling enrollment, FMLA leave and STD, LTD claims.

## GREEN OAK CHARTER TOWNSHIP BENEFITS

#### **COPS Health Trust**

Medical/PPOM

US Health and Life Insurance Company

Vision

Vision Service Plan (VSP)

Dental

Delta Dental

#### **Health Savings Account**

HealthEquity

15 W. Scenic Drive, Suite 100

Draper, UT 84020

#### Flexible Spending Account

TASC (Total Administrative Service Corporation)

2302 International Lane

Madison, WI 53704

### <u>Life Insurance, Optional Life Insurance, AD&D, Short Term Disability, Long Term Disability (All full-time employees)</u>

Sun Life Assurance Company of Canada

#### **Volunteer Firefighter Accident & Health Insurance (Provident)**

Burnham & Flower Insurance Group

#### **Worker's Compensation**

Meadowbrook Insurance Company

#### **Retirement Plans**

401(A) - VOYA - Original plan for township employees. Employer contribution 10% of base wages. No employee contribution. New employees can no longer choose this option.

MERS – Michigan Employees' Retirement System (Defined Benefit – employee contribution)

**Union Police** 

Police after 07/01/2012

F/T Fire Department & Township Employees

#### **Investment Opportunities**

457

VOYA

**MERS** 

#### **RFP Sent To:**

EctoHR, Inc.

Attn: Steve Williams

10299 Grand River, Suite 101

Brighton, MI 48116

Phone: 810-534-0170

Allied Human Services 230 North 2nd St # 300 Brighton, MI 48116 810) 220-2709

Accountemps

Attn: Nichole Allen

777 E Eisenhower Parkway, Suite 140

Ann Arbor, MI 48108 Phone: 734-995-8367

Axios 528 4th St. NW Grand Rapids, MI 49504 (844)442-9467

Cheryl Everett 10734 Stoney Point Drive South Lyon, MI 48178

#### Daugherty, Susan

From:

RGreen@williams-int.com

Sent:

Thursday, January 21, 2016 3:16 PM

To:

Daugherty, Susan; StCharles, Mark; Clerk; Tracey.Edry@zf.com; Edry, Tracey; Tuthill,

James; Everett, Richard; Pless, Jason - New; Gentry, Kevin - New

Subject:

RE: RE: HR Request For Proposal Draft

Susan,

#### Some comments:

In the RFP, page 2, Item VI, #4, Colleges and Universities s/b Townships and Municipalities, or something similar Also, on page 4, after (or within) the paragraph on one-on-one employee meetings, you might consider adding semi-annual (or other timing) conduct of a "round-table"-like discussion with a group of staff representatives — say, managers and 5-6 full and part-time employees for open discussion of any and all issues. This is a good place to introduce upcoming changes or address general concerns.

Rollin

#### Rollin F. Green

Williams International Program Management

E-mail: rgreen@williams-int.com

Phone: (248)960-2451

From: Daugherty, Susan [mailto:Susan.Daugherty@twp.green-oak.mi.us]

Sent: Thursday, January 21, 2016 2:53 PM

To: StCharles, Mark; Clerk; 'TRACEY EDRY (Tracey.Edry@zf.com)'; Edry, Tracey; Tuthill, James; Green, Rollin; Everett,

Richard; Pless, Jason - New; Gentry, Kevin - New **Subject:** RE: HR Request For Proposal Draft

To All:

Attached is the draft for a request for proposal regarding Human Resource Services for the Township. Please review the draft before the next board meeting on February 4. If you have comments on the draft or would like to make any changes to the draft, please let me know. We will have it up for discussion at the board meeting as we would like to move forward with the process.

#### Susan M. Daugherty, CPFA, CPFIM, MICPT

Treasurer, Green Oak Charter Township 10001 Silver Lake Road Brighton, MI 48116 810-231-1333 x119 810-231-5080 (Fax) susan.daugherty@twp.green-oak.mi.us

605 S. Main Street, Ste. 1 Ann Arbor, MI 48104

(734) 662-2200 (734) 662-1935 Fax

TO: Green Oak Charter Township Trails & Recreation Committee

FROM: Paul Montagno, AICP, Township Planner

DATE: January 19, 2016

RE: 2016 Parks and Recreation Master Plan Summary

We have been working with the Township to develop the first Green Oak Charter Township Parks and Recreation Master Plan. With the guidance of the Trails and Recreation Committee, we undertook a study of existing parks facilities and engaged in a community input process in order to determine the best direction for the Township's parks and recreation planning. In accordance with the MDEQ requirements for development of a parks and recreation plan, the process includes the following tasks:

- Preparation and evaluation of an online community survey to help gauge community desires;
- A Community Input Session, advertised in local media as required by the MDNR, was held on November 9, 2015, to receive direct input from Township residents on existing and proposed park and non-motorized facilities;
- Input from staff and the Trails and Recreation Advisory Committee;
- Preparation of a community description and a description of the Township's administrative structure;
- A complete recreation assessment, including a facility inventory and an accessibility assessment of Colman Park, an analysis of other nearby recreation facilities, and a comparison to national recreation standards;
- An open review period from December 9, 2015 through January 19, 2016, during which time the document was available for public review and comment at Township Hall and on the Township's website; and
- Further opportunity for public comment at the Township Board meeting scheduled for February 3, 2016, prior to the scheduled adoption vote.

The resulting Master Plan was written to reflect the wants and desires of Green Oak Charter Township's residents and was developed for the benefit of the entire community. As of January 9, 2016, the Green Oak Charter Township 2016 Parks and Recreation Master Plan is available for adoption.

#### GREEN OAK CHARTER TOWNSHIP

The following proceedings took place at a regular meeting of the Township Board of the Green Oak Charter Township, Livingston County, Michigan, held at the Township Hall on the  $3^{\rm rd}$  day of February, 2016 at 7:00 p.m., Eastern Standard Time, there were

PRESENT:	59		 			
ABSENT:						
The	following	preamble and sec	resolution bv	were	offered	by

## Resolution 04-2016 To Adopt the Green Oak Charter Township Parks and Recreation Master Plan

WHEREAS, Green Oak Charter Township has undertaken the update of its five-year recreation plan which describes the community's physical and social characteristics, existing parks and recreation facilities, and the desired actions to be taken to improve the parks and recreation facilities during the period between 2016 and 2020; and

WHEREAS, the Green Oak Charter Township Trails and Recreation Committee reviewed the 2016 Parks and Recreation Master Plan during the course of public meetings held on November 9, 2015 and February 3, 2016; and

WHEREAS, the 2016 Parks and Recreation Master Plan's goals and objectives were developed in response to needs and deficiencies identified in a Community Input Meeting held on November 9, 2015, and based on information provided via an online survey which was available from October 28, 2015 until the adoption of the 2016 Parks and Recreation Master Plan; and

WHEREAS, the 2016 Parks and Recreation Master Plan has been made available by Green Oak Charter Township for public review in the manner required by law and all comments from the public have been considered by the Green Oak Charter Township Trails and Recreation Committee; and

WHEREAS, the plan was developed for the benefit of the entire community; and

NOW, THEREFORE, BE IT RESOLVED that the Green Oak Charter Township Board recommends the adoption of the Green Oak Charter Township 2016 Parks and Recreation Master Plan.

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

YES:

NO:

ABSTAIN:

The Resolution was declared adopted.

BY ORDER OF THE TOWNSHIP BOARD,

Mark St. Charles, Supervisor Michael H. Sedlak, CMC Clerk

#### CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Green Oak Charter Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a regular meeting held on February 3, 2016 at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267), Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

> Michael H. Sedlak, CMC Green Oak Charter Township Clerk

DATED: February 3, 2016