

**CHARTER TOWNSHIP OF WHITE LAKE
AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE IV – SANITARY SEWERS OF
THE WHITE LAKE TOWNSHIP CODE OF ORDINANCES**

THE CHARTER TOWNSHIP OF WHITE LAKE ORDAINS:

ARTICLE 1: AMENDMENT

Chapter 38, Article IV, Sec. 38-418 of the White Lake Code of Ordinance, commonly referred to as the Sewer Ordinance is hereby amended to revise the definition of “available public sanitary sewer” to read as follows:

Available public sanitary sewer means a publicly owned sanitary sewer system located in a right-of-way, easement, highway, street, or public way which crosses, adjoins, or abuts upon the ~~property premises~~ and passing not more than 200 feet at the nearest point from a structure in ~~from the boundary line of a property in which a structure within~~ which sanitary sewage originates. ~~is located~~

The remaining definitions in Section 38-418 of the White Lake Code of Ordinances are otherwise unaffected by this amendment and shall remain in full force and effect.

ARTICLE 2: SEVERABILITY.

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such selection, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of the Ordinance shall stand and be in full force and effect.

ARTICLE 3: EFFECTIVE DATE.

This Ordinance Amendment shall take effect following publication in the manner prescribed by law.

ARTICLE 4: REPEALER.

All other ordinances or parts of ordinances in conflict with this Ordinance Amendment are hereby repealed to the extent necessary to give this ordinance full force and effect.

ARTICLE 5: ADOPTION.

This Ordinance Amendment is hereby declared to have been adopted by the Township Board of the Charter Township of White Lake at a meeting thereof duly called and held on the ____ day of August 2020, and ordered to be given publication in the manner prescribed by the Charter of the Charter Township of White Lake.

BY: _____
Rik Kowall, Supervisor

BY: _____
Terry Lilley, Clerk

AGREEMENT FOR DEFERRAL OF SEWER CONNECTION REQUIREMENT

This Agreement is made this ____ day of August 2020, by the Charter Township of White Lake ("Township"), a Michigan municipal corporation, of 7525 Highland Road, White Lake, Michigan 48383 and Samantha Binns Malinowski of 55 Jesswood Lane, White Lake, Michigan 48383 (collectively referred to as the "Homeowner").

RECITALS

WHEREAS, Homeowner holds fee simple title to a parcel of real property in the Township commonly known as 55 Jesswood Lane, White Lake, MI 48383, as more particularly described on Exhibit A (the "Property"); and

WHEREAS, the Property has an existing residential structure and is situated on Jesswood Lane, south of Elizabeth Lake Road; and

WHEREAS, the boundary line of the Property is within 200 feet of Elizabeth Lake Road, where the Township's sanitary sewer system is located; and

WHEREAS, the septic field servicing the residential structure on the Property has failed; and

WHEREAS, the Homeowner was issued a permit by the Oakland County Sanitarian for the repair of the septic field servicing the residential structure on the Property because the Property does not have access to an "available public sewer system" as defined by the Public Health Code, MCL 333.12751, and the Oakland County Health Division Sanitary Code, Article III, Section 1, which provide as follows:

Public Health Code

'Available public sanitary sewer system' means a public sanitary sewer system located in a right of way, easement, highway, street, or public way which crosses, adjoins, or abuts upon the property and passing not more than 200 feet at the nearest point from a structure in which sanitary sewage originates;

County Code

The term Available Public Sewer shall mean a public system, which is under the jurisdiction of 1994 PA 451, as amended, specifically MCL 324.4101 et seq., and is located not more than two hundred (200) feet at its nearest point to a structure from which Sanitary Sewage originates and the use of which is permitted by the responsible governmental entity; and

WHEREAS, under the terms of the Township Code of Ordinance, Chapter 38, Section 38-418, the Property has access to an “available public sanitary sewer,” and therefore, connection to the Township’s sanitary sewer system in accordance with Section 38-479 and extension of the sewer system in accordance with Section 38-514 are required; and

WHEREAS, upon realization that the Township Code of Ordinance requires connection to, and extension of, the sewer system located on Elizabeth Lake Road, the Oakland County Sanitarian rescinded the permit issued to Homeowner; and

WHEREAS, Homeowner contacted the Township’s Department of Public Services (“DPS”) seeking relief from the provisions of the Township’s Code of Ordinances; and

WHEREAS, DPS reviewed the requirements in Section 38-479 for the connection of the Property to the Township’s sewer system and the requirement in Section 38-514 that Homeowner extend the sewer system along Jesswood Lane at Homeowner’s sole cost and expense; and

WHEREAS, DPS reviewed the definition in the Township’s Code of Ordinance, Section 38-418 for “available public sanitary sewer,” determined it to be inconsistent with the definitions found in the Public Health Code and the Oakland County Health Division Sanitary Code, and recommended the Township Board amend the definition; and

WHEREAS, DPS determined that application of Section 38-479 and Section 38-514 as to the Property would require unnecessary additional fixtures, such as an intermediate flushing structure in order to extend the sewer along Jesswood Lane to service the Property; and

WHEREAS, the location of the unnecessary structure is contrary to the overall design of the sewer system and inconsistent with the Township’s Sanitary System Master Plan; and

WHEREAS, DPS has determined that it is in the best interest of the Township to defer the requirements of Sections 38-479 and 38-514 unless and until another residential structure that will benefit from the extension of the sewer system along Jesswood Lane is in need of connection to the sewer system; and

WHEREAS, as of today, no other residential structure along Jesswood Lane needs connection to the sewer system; and

WHEREAS, Homeowner desires to repair the existing privately owned and operated septic system situated on the Property; and

WHEREAS, the Township Board is in the process of considering amendments to the Sewer Ordinance to address concerns related to requirements that may be inconsistent with the Township Sanitary System Master Plan.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Homeowner shall immediately repair the existing privately owned and operated septic system situated on the Property in accordance with all County codes, rules and regulations.

2. Homeowner is not required to extend the sewer system across the entire width of the Property along Jesswood Lane and connect the Property to the sewer system unless and until at least one other residential structure that will benefit from the extension of the sewer system along Jesswood Lane is in need of connection to the sewer system, at which point Homeowner is required to immediately connect to the sanitary sewer, despite having a properly functioning septic system. The determination as to the need to connect shall be at the sole discretion of the Township.

3. The connection to, and extension of, the sewer system in or along Jesswood Lane abutting the Property shall be at Homeowner's sole cost and expense.

4. In the event a special assessment district is established to defray the cost of the sewer system in or along Jesswood Lane abutting the Property, Homeowner shall voluntarily participate in said SAD to pay the proportionate share of the cost of such sewer system extension. This Agreement shall be deemed a petition by Homeowner for the creation of a special assessment district to pay its proportionate share of the cost of such sewer lines.

5. In addition to Homeowner's promise to voluntarily participate in a future anticipated special assessment district for the sewer system in or along Jesswood Lane, Homeowner shall be required to reimburse the Township for attorney fees incurred in preparing this Agreement.

6. Homeowner acknowledges and agrees that Homeowner has had the opportunity to consult with its legal counsel regarding the Agreement. Accordingly, the terms of the Agreement are not to be construed against the Township because the Township drafted the Agreement or construed in favor of Homeowner because Homeowner failed to understand the legal effect of the provisions of the Agreement.

7. Homeowner has executed this Agreement as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of the Township.

8. This Agreement shall apply to and bind the heirs, personal representatives, administrators, successors and assigns of the parties.

9. The recitals set forth in this Agreement are integral and shall be considered part of this Agreement as if fully set forth as numbered paragraphs in this Agreement.

10. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or law.

11. This Agreement shall not be construed for or against either of the parties and the parties agree that it shall be deemed to have been drafted by both parties.

12. This Agreement shall be recorded at the office of the Oakland County Register of Deeds.

13. This represents the entire agreement between the parties and cannot be modified or amended except in writing signed by the parties.

14. This Agreement is enforceable in the Oakland County Circuit Court. The validity, construction, interpretation, and administration of this Agreement are governed by the laws of the State of Michigan.

HOMEOWNER

Dated: August __ 2020

By: Samantha Binns Malinowski

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this __ day of August, 2020, before me a Notary Public in and for said County, personally appeared the above-named Samantha Binns Malinowski and made oath that she has read the foregoing Agreement and acknowledged the same to be her free act and deed.

_____, Notary Public
County of _____, State of Michigan
My commission expires: _____
Acting in _____ County

Charter Township of White Lake

Dated: August __, 2020

By: Rik Kowall
Its: Supervisor

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ___ day of August 2020, before me, a Notary Public, in and for said County, personally appeared Rik Kowall, on behalf of the Charter Township of White Lake, who executed the Agreement and acknowledged that he has executed it on behalf of the Charter Township of White Lake in his capacity as its Supervisor.

_____, Notary Public
County of _____, State of Michigan
My commission expires: _____
Acting in _____ County

Drafted by and Return to:
Lisa J. Hamameh (P57936)
Rosati Schultz Joppich & Amtsbuechler
27555 Executive Dr., Suite 250
Farmington Hills, MI 48331
(248) 489-4100

EXHIBIT A

Unit 2, Pheasant Ridge Heights Condominium, according to the Master Deed recorded in Liber 17651, Page 640 through 691, inclusive, as amended, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1075, together with rights in general common elements and limited common elements, as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Parcel ID 12-27-126-002

ISSUED FOR	DATE
POINT	3.19.12
	2.27.12
	1.20.12

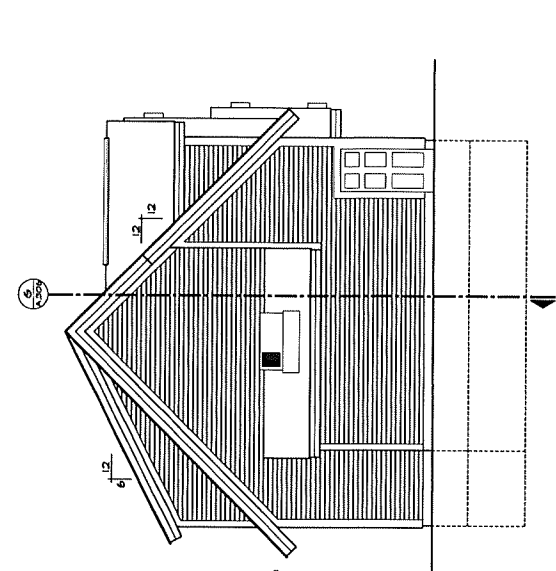
ARCHITECTURAL
DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL



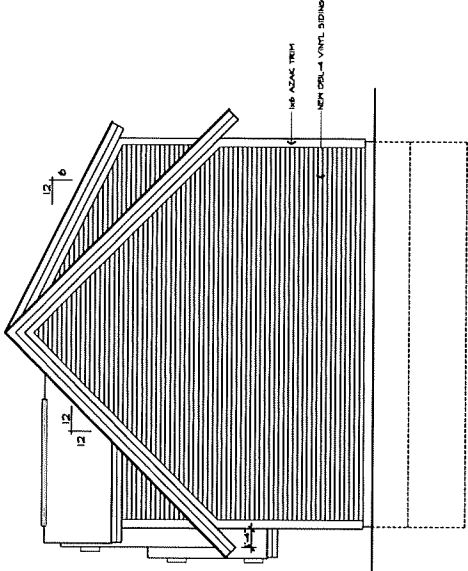
GAY ASSOCIATES, INC.
10000 W. HAWTHORNE BLVD.
SUITE 100
MILWAUKEE, WI 53226
TEL: 414.762.1234
WWW.GAYASSOCIATES.COM

PROPOSED REBUILD & ADDITION FOR:
"SPRADERS on the LAKE"
ELIZABETH LAKE ROAD
WHITE LAKE TWP, MICHIGAN

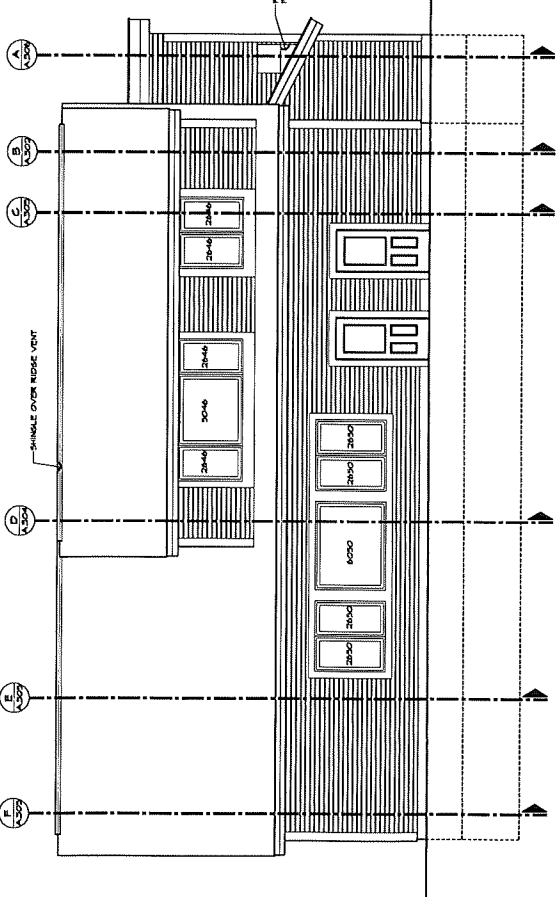
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TITLE: EXTERIORS ELEVATIONS
SHEET # A.201



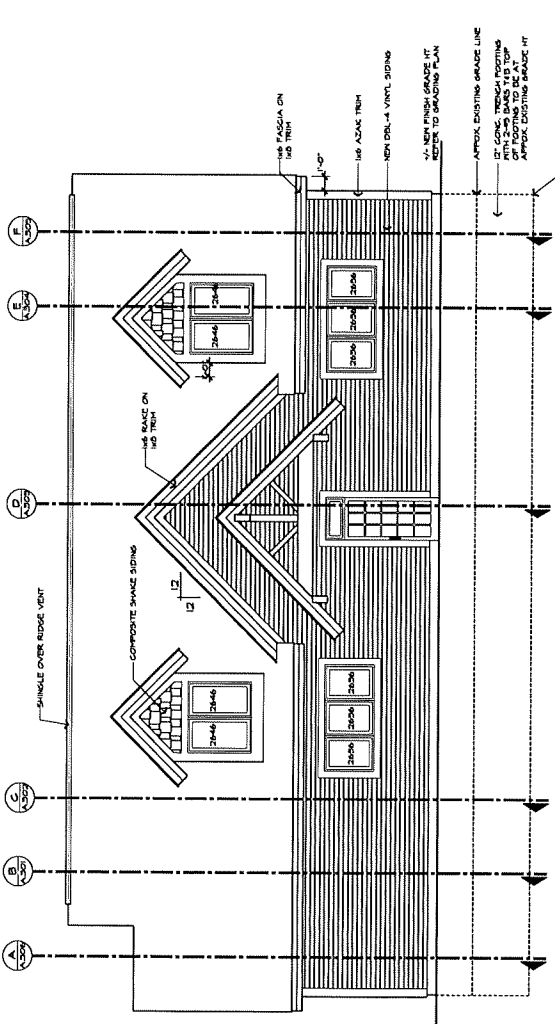
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION (LAKE SIDE)



SOUTH ELEVATION (STREET SIDE)

SCALE: 1/4" = 1'-0"

APPROX. EXISTING GRADE LINE
FINISH GRADE FOR THE
ENTIRE PROJECT TO BE AT
APPROX. EXISTING GRADE. IT
EXCEEDS ROOMING TO NEAREST SOL
AT 4 IN. (DO NOT) SOIL BEARING
CAPACITY. MIN. 42" BELLOW GRADE

ISSUED FOR	DATE
PROJECT	2/27/14
BY	2/27/14
SCALE	AS SHOWN
REVISIONS	02/25/14

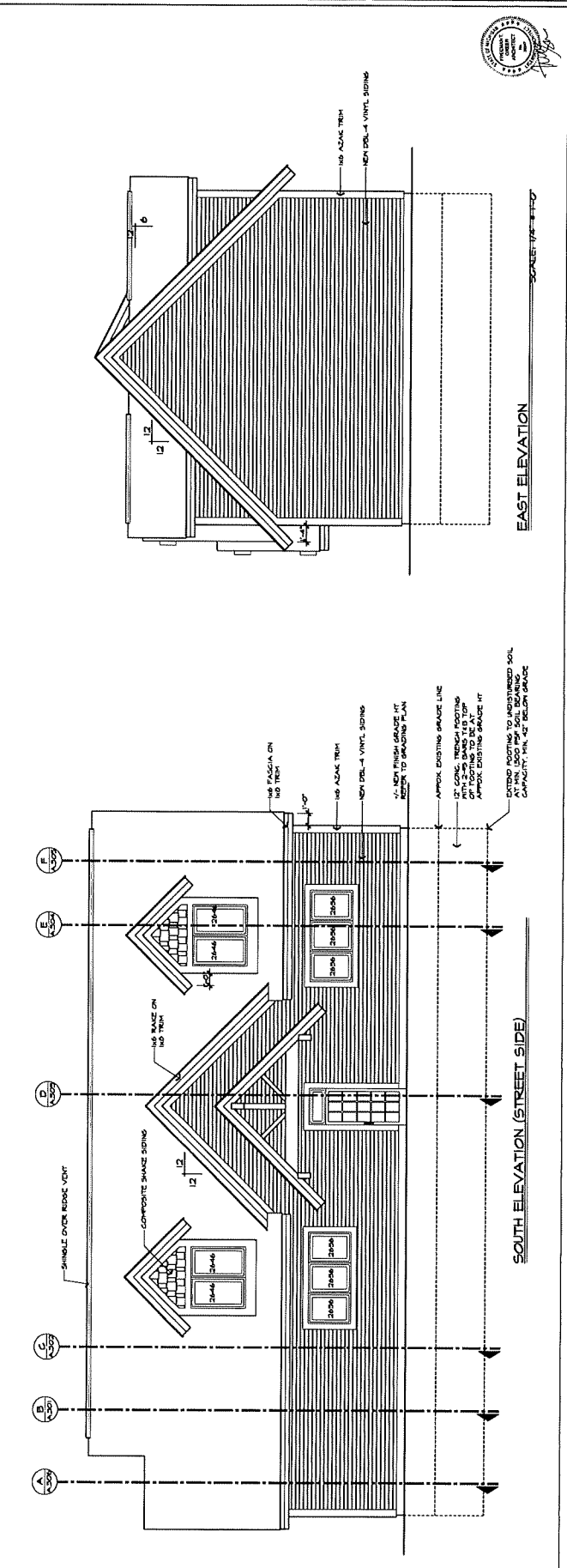
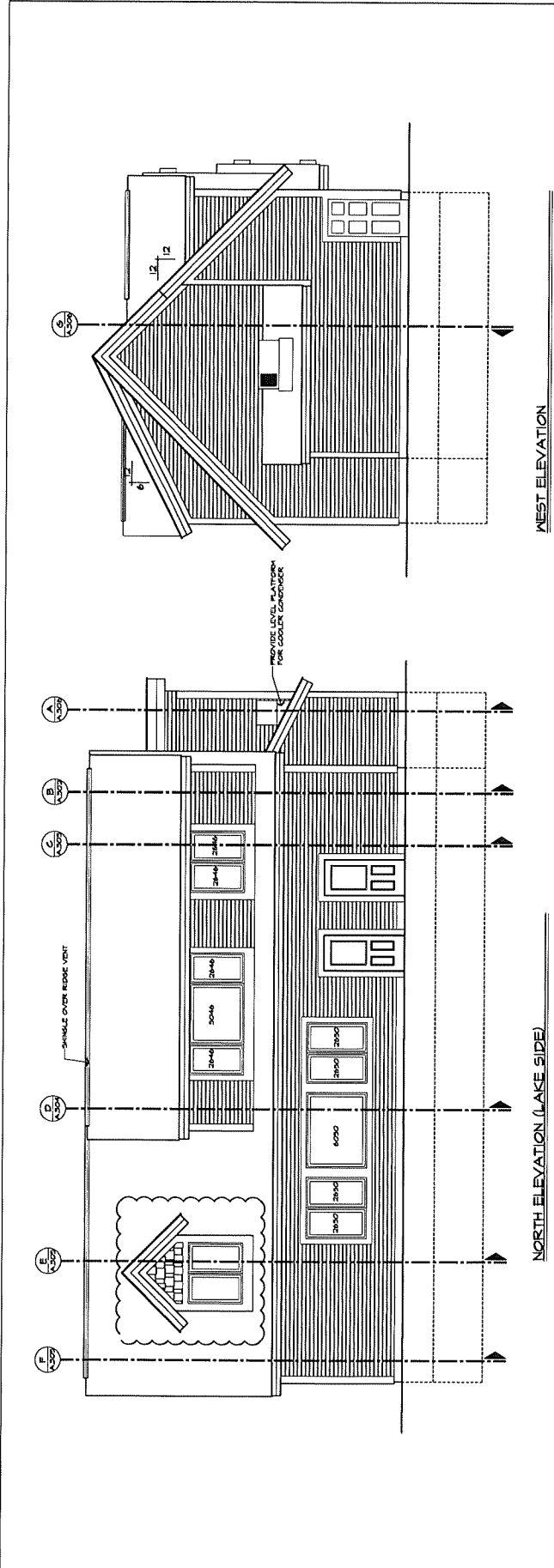
ARCHITECTURAL
DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL



GAV ASSOCIATES
1000 W. WASHINGTON ST.
ANN ARBOR, MI 48106
734.769.1234
WWW.GAVASSOCIATES.COM

PROPOSED REBUILD & ADDITION FOR
GRADERS ON THE LAKE!
ELIZABETH LAKE ROAD
WHITE LAKE TWP., MICHIGAN

DATE	2/27/14
BY	2/27/14
SCALE	AS SHOWN
REVISIONS	02/25/14
FILE NAME	
SHEET TITLE	EXTERIOR ELEVATIONS
SHEET #	A.201



SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

WORK ORDER PROPOSAL – AMENDMENT 01

Date	March 30, 2020	Client PO #	
Client Name	White Lake Township Sean O’Neil, AICP	Project Name	Civic Center Master Planning
Title	Planning Director	Work Site Location	White Lake Civic Center Development District
Address	7525 Highland Road		South side of Elizabeth Lake Road, near intersection of M-59
City	White Lake, MI 48383	DLZ Project #	1945-6980-00
Email	soneil@whitelaketwp.com		
Telephone	248-698-3300		

PROJECT UNDERSTANDING

In June 2019, the White Lake Civic Center Development Committee engaged DLZ to perform a needs assessment, programming, and concept design for a new Town Hall Building. Through subsequent discussions with the Township representatives, further development of an overall masterplan concept became necessary in order to fully understand the Township’s goals relative to the Town Hall Building. Through discussions with the Township and their consultant, The Chesapeake Group, it became important to consider providing for additional community spaces and recreational spaces within or adjacent to the Town Hall Building. This discussion led to further development of an overall concept for the Civic Center.

SCOPE OF SERVICES

At the request of the Township’s Civic Center Development Committee, DLZ has advanced project development beyond the original scope of the May 2019 proposal/agreement. DLZ has developed preliminary master planning graphics to depict potential concepts for the Township’s Civic Center Master Plan. The graphics include depiction of proposed buildings to conceptually visualize building type/scale/character in plan view and preliminary rendered views of the proposed Civic Center area. These draft graphics will continue to be further refined and developed to the point where they can be utilized to generate interest in the project and convey the proposed Civic Center concept to potential developers, business owners, local stakeholders and the community at large. For example, preliminary graphics have been developed to depict a possible location for a medical building within the context of the Civic Center masterplan. Refer to attached Exhibit A for preliminary graphics, which have been developed to-date.

SCHEDULE

DLZ shall work with the Township to define a mutually agreeable schedule for meetings and deliverables as the project continues to develop.

COMPENSATION

The Client shall compensate DLZ for providing professional services rendered under the "Scope of Services" a lump sum amount, as indicated in the below table:

SCOPE OF SERVICES	COMPENSATION
Civic Center Master planning - concept development	\$9,000
Civic Center graphic visualization - renderings	\$10,500
Total	\$19,500

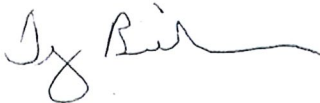
TERMS AND CONDITIONS

1. The Standard Terms and Conditions, as set forth in our existing professional services agreement are incorporated hereinto and made part of this letter agreement.

If you approve and accept this proposal, please sign, date and return one copy of this work order for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this proposal in your paperwork.

Very truly yours,

JOHNSON & ANDERSON A DLZ COMPANY



Terry Biederman, PE
Vice President

Approved and Accepted	
Signature	_____
Printed Name	_____
Title	_____
Date	_____

Copy: ETB, TEB, VLBR

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