



COHOCTAH TOWNSHIP BOARD MEETING

August 10, 2023 at 7:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

AGENDA

CALL TO ORDER

AGENDA APPROVAL

CONSENT AGENDA

- [1.](#) Minutes 07-13-2023
- [2.](#) Treasurer's Report
- [3.](#) Expenditures

CALL TO THE PUBLIC

UNFINISHED BUSINESS

Road Commission

Howell Fire Authority

Hall

Cemetery

Parks and Recreation

- [4.](#) Pavilion Repair

NEW BUSINESS

- [5.](#) AT&T Metro Act Right Of Way Permit Extension
- [6.](#) PC Appointments
7. ZBA Appointment
- [8.](#) Quarterly Budget Review
- [9.](#) Tax Rate Request L-4029

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

Planning Commission

Violations and Complaints

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - SEPTEMBER 14, 2023

ADJOURN



COHOCTAH TOWNSHIP BOARD MEETING

July 13, 2023 at 7:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

MINUTES

CALL TO ORDER

The meeting was called to order at 7:01pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock, Mark Torigian, and Zoning Administrator Fred Buckner.

AGENDA APPROVAL

Motion made by Torigian, Seconded by Charette to approve the agenda with the addition of New Business: 11. Early Voting and moving New Business 6. Sheriff Contract to follow the first call to the public. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

CONSENT AGENDA

1. Minutes 06-08-2023
2. Treasurer's Report
3. Expenditures

Motion made by Charette, Seconded by Torigian to approve the Consent Agenda as presented. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

CALL TO THE PUBLIC

Public comment received.

4. Sheriff Contract

Motion made by Torigian, Seconded by Charette to approve the Agreement for Law Enforcement Services as amended. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Motion made by Torigian, Seconded by Charette to set up a budget account for Law Enforcement in the amount of \$8,000.00. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

UNFINISHED BUSINESS

Road Commission

Verbal report given.

Howell Fire Authority

No report.

Hall

5. Hire handyman

Motion made by Bock, Seconded by Torigian to hire Jonathon Black to the position of Handyman for the Township Hall. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Motion made by Bock, Seconded by Torigian to hire Lyle Davenport to the position of Handyman for the Township Cemeteries. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Cemetery

Motion made by Torigian, Seconded by Charette to hire Armstrong Masonry to repair the pillar at the entrance of Sanford Cemetery and make repairs to the small building in the amount of \$4900.00. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Parks and Recreation

Motion made by Torigian, Seconded by Bock to have the electrical services updated and repaired at the Township Park. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Motion made by Torigian, Seconded by Charette to obtain bids for the repair and improvements of the pavilion at the Township Park. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Motion made by Torigian, Seconded by Bock to purchase 2 additional picnic tables for the Pickle Ball Courts. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

6. Parade Update

Verbal report given.

NEW BUSINESS

7. Renew Assessing Contract

Motion made by Torigian, Seconded by Bock to approve the Contract for Assessing Services with Berg Assessing and Consulting. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

8. EI-ISAC Election Security Contract

Motion made by Torigian, Seconded by Charette to approve the EI-ISAC Election Security Contract. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

9. Trash Service

Trash services were discussed.

10. General Ordinance Online Hosting Agreement

Motion made by Torigian, Seconded by Charette to approve the quote in the amount of \$5900.00 with CivicPlus for the online publication and hosting of the Townships General Ordinance. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

11. Early Voting- Early voting options were discussed. The Board is in favor of exploring the option of partnering with other Townships in the utilizing for a county wide voting center for the 9 days early voting.

REPORTS

Zoning Board of Appeals

Verbal report given.

Planning Commission

Verbal report given.

Violations and Complaints

Verbal report given.

CALL TO THE PUBLIC

Public comment received.

NEXT REGULAR MEETING DATE - AUGUST 10, 2023

ADJOURN

There being no further business, the meeting was adjourned at 8:24pm.

TAMI BOCK			
COHOCTAH TOWNSHIP TREASURER			
6153 BYRON ROAD			
HOWELL MI 48855			
517-546-2510			
			Jul 2023
RECEIPTS			
	PARK RIDER FEES		\$ 320.00
	INTEREST		\$ 7.64
	TRASH PICK UP		\$ 112,355.50
	OTHER REV		\$ 253.92
	LAND USE		\$ 200.00
	PADNOS PAYOUT		\$ 1,187.87
	BURIAL		\$ 550.00
	PARADE DONATION		\$ 100.00
	RECEIPTS TOTAL		\$ 114,974.93
	CASH ACCOUNT ENDING BALANCE		\$ 654,468.68
	THE STATE BANK		\$ 199,985.00
	FLAGSTAR CD		\$ 112,731.87
	PNC BANK		\$ 115,017.03
	HUNTINGTON CD		\$ 169,463.92
	GENERAL FUND BALANCE		\$ 1,251,666.50
	TRUST AND AGENCY BALANCE		\$ 7,050.00
	CAPITAL IMPROVEMENT FUND		\$ 222,609.08
	ROAD FUND ENDING BALANCE		\$ 70,233.99
	ARPA FUND		\$ 75,749.69

EXPENDITURES - AUGUST 2023			
BERG ASSESSING		\$	3,175.00
VERIZON		\$	233.67
SURF INTERNET		\$	85.00
GRANGER		\$	18,102.80
FOSTER SWIFT		\$	3,042.50
CONSUMERS ENERGY		\$	124.68
HARTMAN SEPTIC		\$	250.00
CYBERMIND		\$	89.80
THE GROUNDS CREW		\$	3,500.00
CIVICPLUS		\$	5,950.00
COHOCTAH TOWNSHIP		\$	1,455.92
LIV CTY PRESS AND ARGUS		\$	240.00
CHASE BANK		\$	644.91
L DAVENPORT		\$	76.70
J BLACK		\$	8.52
A HODGE		\$	43.00
T BOCK		\$	10.48
D BURDEN		\$	108.73
M TORIGIAN		\$	27.55
BFEAR		\$	60.00
SUB TOTAL		\$	37,229.26
T BOCK		\$	1,894.46
D BURDEN		\$	321.04
A HODGE		\$	406.18
F BUCKNER		\$	461.75
S BRONSBERG		\$	95.36
K THURNER		\$	92.35
M FOSDICK		\$	1,536.54
B FEAR		\$	1,581.97
T LITZ		\$	295.52
J BLACK		\$	176.60
L DAVENPORT		\$	458.37
MERS		\$	1,019.02
W/H		\$	2,187.83
BENEPAY		\$	51.83
SUB TOTAL		\$	10,486.47
TOTAL GENERAL FND		\$	47,715.73
CHLORIDE SOLUTIONS		\$	39,238.41
ROAD FUND		\$	39,238.41
TOTAL EXPENDITURES		\$	86,954.14

ERIC ARONSON

Builder....Subcontractor....Carpenter....Craftsman

Project address:
Corner of Allen road and Preston
road Howell, Michigan 48855

08/07/2023

This Agreement (Agreement) is entered into between, Eric Aronson, of 10330 North Antcliff Road Fowlerville, Michigan (Builder), and **Cohoctah Township**, of **10518 North Antcliff Road**, Fowlerville, Michigan (Client), on the terms and conditions set forth below.

Builder hereby proposes to provide all materials and labor necessary for the pavilion interior finish ceiling work to be done for Client on the **pavilion** at **Cohoctah township park**, Howell, Michigan.

The pavilion interior finish Ceiling work will include the following:

- Installing 576 square feet of 12" x 1/2" aluminum soffit
- Installing 1/2" aluminum j channel at all exposed edges of soffit
- Cleaning up the work area and keeping it free of debris on a daily basis
- Running a magnet around the perimeter and interior of pavilion
- cleaning up and hauling away all construction debris after job is completed
- Disposing of all debris in an approved landfill or recycling center

Please note:

~No painting or staining included in this quote

~All dimensions are nominal

~Does not include soffit on the eave or rake overhang

Eric Aronson guarantees all workmanship 5 years from the time of completion. All work will be fully insured with \$1,000,000.00 Liability

Eric Aronson

The above proposed agreement is hereby accepted in the amount of \$3611.70. We the undersigned also agree to pay for the work as follows:

- 25% at signing
- 25% before work starts
- Balance on completion

Client

 Date

Client

Note: This proposal may be withdrawn by Eric Aronson if not accepted within 30 days.

3-Day Right to Cancel:

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. YOU MAY COMMUNICATE ANY CANCELLATION BY TELEPHONE OR MAIL TO ERIC ARONSON AT THE ABOVE LISTED ADDRESS AND TELEPHONE NUMBER.

PLEASE INITIAL HERE _____ TO ACKNOWLEDGE YOU WERE INFORMED OF YOUR 3 DAY RIGHT TO CANCEL THIS TRANSACTION.

Please Note the Following:

Construction Schedule: Builder to perform work as quickly, professionally and safely as possible. Following the commencement of the project, Builder agrees to pursue completion of the project with due diligence. The date on which construction may commence may be reasonably advanced or delayed due to scheduling by Builder. Builder shall not be liable for any delay or failure to perform all or any part of this agreement; or any damage, loss, cost, or expense that results from a delay, failure, damage, loss cost, or expense that is the proximate result of any fire, flood, act of God, revolution, riot, civil disorder, vandalism, act of enemies, terrorism, pandemic or labor dispute, including disputes among or between unions or any sovereign nation or political subdivision, including all agencies, bureaus, departments, and representatives; acts or omissions of Client; or any other cause not within Builder's control, whether or not the cause is enumerated above.

Copyright of plans: All copyright to the design drawings and Plans and Specifications prepared by Builder vest in Builder. If any copyright rights for the design drawings and Plans and Specifications are construed to vest in Client in accordance with U.S. copyright laws, Client assigns all of its copyright rights for the design drawings and Plans and Specifications prepared by or for Builder to Builder for the project and agrees, on request, to sign any documents necessary to perfect the assignment.

Any exterior or interior **wall fixtures** (frames, TV's, lights, shelves, etc.) hanging on the walls close to or in the pathway of the work area need to be removed while work is in process. Clients should remove all loose items from walls and shelves, such as pictures, plates, figurines, etc. The constant hammering may cause enough vibration to shake these items from walls/shelves and may cause stress cracks in the drywall and/or plaster. Construction traffic over **landscaping and floor** may cause wear. Builders will not be liable for any damage to personal property or interior walls caused by necessary stresses of the construction process.

Clients should remove all items from around the work area or in the pathway/driveway of the work area, such as furniture, potted plants, décor, vehicles etc. Builders will not be liable for any damage to personal property not removed by Client prior to the start of work. Any locked gates should be unlocked by Client. Installers must have clear **access around** the work area.

Material and dumpster deliveries. Deliveries are made directly from the supplier. Clients must notify us immediately if the color is not what was specified. We will need access to the driveway of the property to load materials and to clean the work area. We advise clients to keep the driveway clear of vehicles. If the structural integrity of the driveway is in question, let Builder know before work starts. Materials can be hand delivered for an additional labor cost. The client agrees to hold Eric Aronson, harmless against claims of property damage, damage to the driveway, entryway, or other access servicing the Client property that arises from delivering materials/supplies and dumpsters.

*Builder will make every effort to remove and/or secure all **equipment and debris** from the worksite each day and on completion of the job. Until the job is complete, Client is warned that the entire worksite may be hazardous or unsafe for Client, Family, Guests, and Invitees. Builder will not be liable for any personal injuries arising from entry onto the worksite.*

***Late Payments and Fees:** A one and a half percent (1.5%) per month finance charge will be assessed for all accounts not paid within 30(days) from the invoice. A fee of \$25.00 will be charged for any dishonored checks, EFTs, or Credit Cards. If collection action is needed, Client agrees to pay Contractor for any costs or fees, including reasonable attorney fees, related to such collection efforts.*

***Arbitration.** Any dispute between Builder and Client regarding this Agreement, including its interpretation or the adequacy of any performance under it, shall be resolved exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator regarding any dispute shall be final and binding on the parties and enforceable in any court of appropriate jurisdiction. The expenses of the arbitrator, if any, shall be shared equally by the parties.*

***Jurisdiction and venue.** This Agreement shall be governed and controlled in all respects by the laws of the state of Michigan, including for interpretation, enforceability, validity, and construction, without regard to its conflicts of laws principles. Litigation of any disputes arising out of or relating to this Agreement shall be conducted solely and exclusively in Livingston County, and the parties consent to this jurisdiction and venue.*

***Severability.** If any term, covenant, or condition of the Agreement or the application of any term, covenant, or condition of this Agreement to any party or circumstance is, to any extent, invalid, or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.*

***Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter. All prior and contemporaneous negotiations are merged into the terms of the Agreement. his Agreement may be modified only by a written document signed by the parties to this Agreement.*

***Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, or assigns.*

***Acceptance and signing.** Concurrently with the signing of this Agreement, Client acknowledges receipt of a copy of this Agreement signed by Builder.*

***Contractor's licenses.** All contractors performing construction work on the project shall be licensed as required by state law. Copies of the licenses will be provided to Clients on request. A residential Builder or residential maintenance and alteration contractor is required to be licensed under MCL 339.2401–.2412. An electrician is required to be licensed under MCL 338.881–.892. A plumber is to be licensed under MCL 338.3525. Builder is properly licensed in the state of Michigan as a **Residential Builder Company**, whose license number is 2101168036*

Client Awareness:

In the effort of attempting to give the best value to our customers here are some items that may cause additional cost and significant delays in your project:

- 1. Clients should ensure that **electrical power** is provided to the work area. Electrical, telephone, security and air conditioning lines should not be run directly beneath the roof deck.*
- 2. Clients must be prepared for **noise**. Removing, installing, and moderate music noise should be expected.*

3. Discovery of **unforeseen damage (Example: rot behind walls), obstacles (Example: existing flooring that cannot be removed without damaging subfloor) and code upgrades enforced** by building inspectors, may result in additional time and cost to complete the project.
4. Materials and dumpster is delivered directly from the supplier. Clients must notify us immediately if the color is not what was specified. We will need access to the driveway of the property to load materials and to clean the work area. We advise clients to keep the **driveway clear of vehicles**. If the structural integrity of the driveway is in question, let Builder know before work starts. Materials can be hand delivered for an additional labor cost.
5. Ordered materials/items may arrive broken, of unacceptable quality, without all necessary accessories, or require additional assembly and therefore cause delays or a halt in the work process.
6. Client understands and agrees that the trees, bushes, vegetation, or other natural growth may be destroyed, removed, or cut in the course of construction and that any remaining after construction is completed may have been damaged during construction.
7. Despite our best effort to discover and document all **areas of concern**, additional issues that should be addressed may be revealed during the work process in addition to the original scope.
8. **Design Services** are available upon request and subject to availability.
9. Architectural or **Engineering** services may be required for permitting and other approved procs

Workmanship Warranty Information

1. Eric Aronson guarantees all workmanship for **5 years** from the time of completion. All work will be fully insured with \$1,000,000.00 Liability insurance
2. "Right to Cure": Eric Aronson promises to provide the highest quality of services, if for any reason you are unhappy with our work, please contact Eric Aronson **immediately** to have the issue resolved.
3. Any **alteration** or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements are contingent upon strike, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance on above work. General Liability to be carried by Eric Aronson with the David Chapman Agency 517-321-4600
4. Eric Aronson will honor the workmanship warranty only on work that was done **negligently**.
5. Should a workmanship issue arise, Eric Aronson, has the **right to cure** any issue. The amount to correct an issue shall not exceed the contract price.
6. Eric Aronson, is not responsible for **manufacturers' warranties**.
7. To obtain the warranty, Owner must call Eric Aronson, and send a written complaint. Eric Aronson has 15 days to respond to the claim and up to 60 days to begin the repair or to make a temporary repair and set a date when repairs can reasonably and safely begin.
8. **Limitation of Warranty:** All warranties for workmanship are void if the Owner, or an agent, employee, or independent contractor of the Owner, make any substantial or material changes or modifications to the work done by Eric Aronson, ; including but not limited to adding weight or load bearing stress to the work, or removing or altering the substructure supporting the work that was completed. Furthermore, the following will void the workmanship warranty: Owner attempting to complete a repair himself or hiring someone else to complete a repair without first contacting Eric Aronson; Owner or an agent of the Owner performing an act that disrupts the substructure of the work that Eric Aronson has completed. Eric Aronson MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AND ALL IMPLIED WARRANTIES OF ANY KIND, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABINATION, OR OTHERWISE ARE EXPRESSLY DISCLAIMED BY BUILDER AND EXCLUDED FROM THIS AGREEMENT.

9. *Exclusions to the warranty include acts of God, certain severe weather; ice dams and any other unforeseen event or vandalism.*

ERIC ARONSON

Builder....Subcontractor....Carpenter....Craftsman

Project address:
Corner of Allen road and Preston road
Howell, Michigan 48855

08/07/2023

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Builder hereby proposes to provide all materials and labor necessary for the structural ceiling work to be done for Client on the **pavilion** at **Cohoctah township park**, Howell, Michigan.

The pavilion structural ceiling work will include the following:

- Installing 2" x 10" x 24' ceiling joists to meet michigan building code
- Installing 2" x 4" structural bracing to meet michigan building code
- Installing 2" blocking above load bearing header for wildlife exclusion
- Installing 2" x 4" blocking to accommodate future finish ceiling
- Cleaning up the work area and keeping it free of debris on a daily basis
- Running a magnet around the perimeter and interior of pavilion
- cleaning up and hauling away all construction debris after job is completed
- Disposing of all debris in an approved landfill or recycling center

Please note:

~No painting or staining included in this quote

~All dimensions are nominal

Eric Aronson guarantees all workmanship for 5 years from the time of completion. All work will be fully insured with \$1,000,000.00 Liability

Eric Aronson

The above proposed agreement is hereby accepted in the amount of \$5807.58.

We the undersigned also agree to pay for the work as follows:

- 25% at signing
- 25% before work starts
- Balance on completion

Client

Date

Client

Note: This proposal may be withdrawn by Eric Aronson if not accepted within 30 days.

3-Day Right to Cancel:

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Copyright of plans: All copyright to the design drawings and Plans and Specifications prepared by Builder vest in Builder. If any copyright rights for the design drawings and Plans and Specifications are construed to vest in Client in accordance with U.S. copyright laws, Client assigns all of its copyright rights for the design drawings and Plans and Specifications prepared by or for Builder to Builder for the project and agrees, on request, to sign any documents necessary to perfect the assignment.

Any exterior or interior **wall fixtures** (frames, TV's, lights, shelves, etc.) hanging on the walls close to or in the pathway of the work area need to be removed while work is in process. Clients should remove all loose items from walls and shelves, such as pictures, plates, figurines, etc. The constant hammering may cause enough vibration to shake these items from walls/shelves and may cause stress cracks in the drywall and/or plaster. Construction traffic over **landscaping and floor** may cause wear. Builders will not be liable for any damage to personal property or interior walls caused by necessary stresses of the construction process.

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***Late Payments and Fees:** A one and a half percent (1.5%) per month finance charge will be assessed for all accounts not paid within 30(days) from the invoice. A fee of \$25.00 will be charged for any dishonored checks, EFTs, or Credit Cards. If collection action is needed, Client agrees to pay Contractor for any costs or fees, including reasonable attorney fees, related to such collection efforts.*

***Arbitration.** Any dispute between Builder and Client regarding this Agreement, including its interpretation or the adequacy of any performance under it, shall be resolved exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator regarding any dispute shall be final and binding on the parties and enforceable in any court of appropriate jurisdiction. The expenses of the arbitrator, if any, shall be shared equally by the parties.*

***Jurisdiction and venue.** This Agreement shall be governed and controlled in all respects by the laws of the state of Michigan, including for interpretation, enforceability, validity, and construction, without regard to its conflicts of laws principles. Litigation of any disputes arising out of or relating to this Agreement shall be conducted solely and exclusively in Livingston County, and the parties consent to this jurisdiction and venue.*

***Severability.** If any term, covenant, or condition of the Agreement or the application of any term, covenant, or condition of this Agreement to any party or circumstance is, to any extent, invalid, or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.*

***Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter. All prior and contemporaneous negotiations are merged into the terms of the Agreement. his Agreement may be modified only by a written document signed by the parties to this Agreement.*

***Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, or assigns.*

***Acceptance and signing.** Concurrently with the signing of this Agreement, Client acknowledges receipt of a copy of this Agreement signed by Builder.*

***Contractor's licenses.** All contractors performing construction work on the project shall be licensed as required by state law. Copies of the licenses will be provided to Clients on request. A residential Builder or residential maintenance and alteration contractor is required to be licensed under MCL 339.2401–.2412. An electrician is required to be licensed under MCL 338.881–.892. A plumber is to be licensed under MCL 338.3525. Builder is properly licensed in the state of Michigan as a **Residential Builder Company**, whose license number is 2101168036*

Client Awareness:

In the effort of attempting to give the best value to our customers here are some items that may cause additional cost and significant delays in your project:

- 1. Clients should ensure that **electrical power** is provided to the work area. Electrical, telephone, security and air conditioning lines should not be run directly beneath the roof deck.*
- 2. Clients must be prepared for **noise**. Removing, installing, and moderate music noise should be expected.*

3. Discovery of **unforeseen damage (Example: rot behind walls), obstacles (Example: existing flooring that cannot be removed without damaging subfloor) and code upgrades enforced** by building inspectors, may result in additional time and cost to complete the project.
4. Materials and dumpster is delivered directly from the supplier. Clients must notify us immediately if the color is not what was specified. We will need access to the driveway of the property to load materials and to clean the work area. We advise clients to keep the **driveway clear of vehicles**. If the structural integrity of the driveway is in question, let Builder know before work starts. Materials can be hand delivered for an additional labor cost.
5. Ordered materials/items may arrive broken, of unacceptable quality, without all necessary accessories, or require additional assembly and therefore cause delays or a halt in the work process.
6. Client understands and agrees that the trees, bushes, vegetation, or other natural growth may be destroyed, removed, or cut in the course of construction and that any remaining after construction is completed may have been damaged during construction.
7. Despite our best effort to discover and document all **areas of concern**, additional issues that should be addressed may be revealed during the work process in addition to the original scope.
8. **Design Services** are available upon request and subject to availability.
9. Architectural or **Engineering** services may be required for permitting and other approved procs

Workmanship Warranty Information

1. Eric Aronson guarantees all workmanship for **5 years** from the time of completion. All work will be fully insured with \$1,000,000.00 Liability insurance
2. "Right to Cure": Eric Aronson promises to provide the highest quality of services, if for any reason you are unhappy with our work, please contact Eric Aronson **immediately** to have the issue resolved.
3. Any **alteration** or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements are contingent upon strike, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance on above work. General Liability to be carried by Eric Aronson with the David Chapman Agency 517-321-4600
4. Eric Aronson will honor the workmanship warranty only on work that was done **negligently**.
5. Should a workmanship issue arise, Eric Aronson, has the **right to cure** any issue. The amount to correct an issue shall not exceed the contract price.
6. Eric Aronson, is not responsible for **manufacturers' warranties**.
7. To obtain the warranty, Owner must call Eric Aronson, and send a written complaint. Eric Aronson has 15 days to respond to the claim and up to 60 days to begin the repair or to make a temporary repair and set a date when repairs can reasonably and safely begin.
8. **Limitation of Warranty:** All warranties for workmanship are void if the Owner, or an agent, employee, or independent contractor of the Owner, make any substantial or material changes or modifications to the work done by Eric Aronson, ; including but not limited to adding weight or load bearing stress to the work, or removing or altering the substructure supporting the work that was completed. Furthermore, the following will void the workmanship warranty: Owner attempting to complete a repair himself or hiring someone else to complete a repair without first contacting Eric Aronson; Owner or an agent of the Owner performing an act that disrupts the substructure of the work that Eric Aronson has completed. Eric Aronson MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AND ALL IMPLIED WARRANTIES OF ANY KIND, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABINATION, OR OTHERWISE ARE EXPRESSLY DISCLAIMED BY BUILDER AND EXCLUDED FROM THIS AGREEMENT.

9. *Exclusions to the warranty include acts of God, certain severe weather; ice dams and any other unforeseen event or vandalism.*



AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

July 1, 2023

Ms. Barb Fear, Clerk
Cohoctah Township
3530 Gannon Rd
Howell, MI 48855

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Ms. Barb Fear,

This is a letter agreement which extends the existing METRO Act Permit issued by the Cohoctah Township/Livingston County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2023. The extension is for a term to end on December 31, 2028.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Cohoctah Township

By: _____
Signature

Its: _____

Date: _____

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this
Permit Extension granted by the municipality.

By: _____
Angela Wesson

Its: METRO Act Administrator

Date: _____



Barb Fear <bfearclerk@gmail.com>

Letter of Intent for PC Appointment

C Beach <thebeachboy72@gmail.com>
To: bfearclerk@gmail.com

Thu, May 11, 2023 at 1:45 PM

Please use this as my Letter of Intent for the opening on the Cohoctah Township Planning Committee.

My work experience has included regional construction manager for a major communications company . With over 20 years in the field, I have acquired extensive experience in permitting, design, qc, and all aspects of construction. I have been instrumental in developing construction manuals for aerial and under ground construction as well as planner and instructor for NCTI . I traveled extensively within this field, which led me to become a resident of Cohoctah Township approximately years ago.

I currently work for the Cosco Corporation in Brighton, where I am still heavily used for my background knowledge, problem solving skills and mentor anytime a major issue arises.

I am a thread puller, an avid reader, and a pursuer of knowledge. I am not afraid of tough conversations and actively seek out the best solution, not not blindly following the popular option.

I beleive I have the background experience and knowledge to be an asset on the township planning committee, and have demonstrated my commitment and due diligence to our community.

Thank you for considering me for the planning committee appointment.

Clint Andrew Beach
11388 owosso
Cohoctah Twp
815 501 4698
Thebeachboy72@gmail.com

		COHOCTAH TOWNSHIP 23-24 EXPENDITURES					-1-	
ACCOUNT		BUDGET	1ST	2ND	3RD	4TH	TOTAL	BALANCE
TOWNSHIP BOARD								
PAYROLL TAX EXPENSE		\$8,000.00	\$2,041.33				\$2,041.33	\$5,958.67
TRUSTEE WAGES		\$7,000.00					\$0.00	\$7,000.00
SECRETARY WAGES		\$15,000.00	\$3,760.00				\$3,760.00	\$11,240.00
DEFERRED COMPENSATION			\$2,073.47					
SUPPLIES		\$1,500.00	\$215.69				\$215.69	\$1,284.31
CONTRACTED SERVICES		\$35,000.00	\$6,603.36				\$6,603.36	\$28,396.64
CONFERENCES		\$700.00					\$0.00	\$700.00
PUBLISHING		\$2,500.00	\$930.00				\$930.00	\$1,570.00
COMMUNICATIONS		\$1,300.00	\$1,975.39				\$1,975.39	(\$675.39)
ASSOCIATION DUES		\$2,500.00	\$2,887.66				\$2,887.66	(\$387.66)
EQUIPMENT		\$1,500.00					\$0.00	\$1,500.00
	TOTAL	\$75,000.00	\$20,486.90	\$0.00	\$0.00	\$0.00	\$18,413.43	\$56,586.57
SUPERVISOR								
SALARY		\$22,000.00	\$5,499.99				\$5,499.99	\$16,500.01
DEPUTY		\$0.00					\$0.00	\$0.00
SUPPLIES		\$0.00					\$0.00	\$0.00
	TOTAL	\$22,000.00	\$5,499.99	\$0.00	\$0.00	\$0.00	\$5,499.99	\$16,500.01
ELECTIONS								
WAGES		\$12,000.00					\$0.00	\$12,000.00
SUPPLIES		\$5,000.00					\$0.00	\$5,000.00
PUBLISHING		\$500.00					\$0.00	\$500.00
MAINTENANCE/REPAIR		\$1,000.00					\$0.00	\$1,000.00
EQUIPMENT		\$8,000.00					\$0.00	\$8,000.00
	TOTAL	\$26,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,500.00
ATTORNEY								
	TOTAL	\$80,000.00	\$15,300.75				\$15,300.75	\$64,699.25
ASSESSOR								
CONTRACTED SERVICE		\$38,000.00	\$9,525.00				\$9,525.00	\$28,475.00
LAND DIVISIONS		\$1,000.00	\$125.00					
SUPPLIES		\$2,000.00	\$2,292.23				\$2,292.23	(\$292.23)
	TOTAL	\$41,000.00	\$11,942.23	\$0.00	\$0.00	\$0.00	\$11,817.23	\$28,182.77
CLERK								
SALARY		\$22,000.00	\$5,499.99				\$5,499.99	\$16,500.01
DEPUTY		\$4,000.00					\$0.00	\$4,000.00
MILEAGE		\$500.00					\$0.00	\$500.00
SUPPLIES		\$700.00	\$1,114.15				\$1,114.15	(\$414.15)
EQUIPMENT REPAIR		\$100.00					\$0.00	\$100.00
	TOTAL	\$27,300.00	\$6,614.14	\$0.00	\$0.00	\$0.00	\$6,614.14	\$20,685.86
COHOCTAH TOWNSHIP 23-24 EXPENDITURES								

ACCOUNT		BUDGET	1ST	2ND	3RD	4TH	TOTAL	BALANCE
TREASURER								
SALARY		\$22,000.00	\$5,499.99				\$5,499.99	\$16,500.01
DEPUTY		\$4,000.00	\$435.00				\$435.00	\$3,565.00
MILEAGE		\$1,600.00	\$374.01				\$374.01	\$1,225.99
SUPPLIES		\$200.00	\$0.00				\$0.00	\$200.00
CONTRACTED SERVICES		\$6,000.00	\$3,570.56				\$3,570.56	\$2,429.44
	TOTAL	\$33,800.00	\$9,879.56	\$0.00	0.00	\$0.00	\$9,879.56	\$23,920.44
BOARD OF REVIEW								
WAGES		\$2,200.00					\$0.00	\$2,200.00
PUBLISHING		\$400.00	\$240.00				\$240.00	\$160.00
	TOTAL	\$2,600.00	\$240.00	\$0.00	0.00	\$0.00	\$240.00	\$2,360.00
BUILDING & GROUNDS								
SUPPLIES		\$500.00	\$158.30				\$158.30	\$341.70
TELEPHONE		\$12,000.00	\$1,247.39				\$1,247.39	\$10,752.61
UTILITIES-HALL		\$2,400.00	\$692.17				\$692.17	\$1,707.83
MAINTENANCE/ REPAIRS		\$12,000.00	\$14,042.17				\$14,042.17	(\$2,042.17)
IMPROVEMENTS		\$0.00					\$0.00	\$0.00
SNOW REMOVAL/HALL		\$0.00					\$0.00	\$0.00
	TOTAL	\$26,900.00	\$16,140.03	\$0.00	0.00	\$0.00	\$16,140.03	\$10,759.97
CEMETERY								
CLERICAL		\$2,500.00	\$505.00				\$505.00	\$1,995.00
SUPPLIES		\$100.00	\$34.85				\$34.85	\$65.15
LAWN CARE		\$11,000.00	\$6,225.00				\$6,225.00	\$4,775.00
PLOT BUYBACK		\$0.00					\$0.00	\$0.00
BURIALS		\$6,000.00	\$600.00				\$600.00	\$5,400.00
FOUNDATIONS		\$5,000.00	\$352.00				\$352.00	\$4,648.00
CARETAKER		\$3,000.00					\$0.00	\$3,000.00
IMPROVEMENTS		\$15,000.00					\$0.00	\$15,000.00
	TOTAL	\$42,600.00	\$7,716.85	\$0.00	0.00	\$0.00	\$7,716.85	\$34,883.15
COHOCTAH TOWNSHIP 23-24 EXPENDITURES								
								-3-
ACCOUNT		BUDGET	1ST	2ND	3RD	4TH	TOTAL	BALANCE
PLANNING/ ZONING								
WAGES		\$6,500.00	\$40.00				\$40.00	\$6,460.00
Z.A. WAGES		\$7,000.00	\$1,525.00				\$1,525.00	\$5,475.00
MASTER PLAN		\$500.00						
SUPPLIES		\$1,000.00	\$46.75				\$46.75	\$953.25
PUBLISHING		\$3,000.00	\$207.50				\$207.50	\$2,792.50
	TOTAL	\$18,000.00	\$1,819.25	\$0.00	0.00	\$0.00	\$1,819.25	\$15,680.75
DRAINS AT LARGE								
	TOTAL	\$37,000.00			0.00		\$0.00	\$37,000.00
STREETLIGHTS								

	TOTAL	\$6,600.00	\$1,253.33				\$1,253.33	\$5,346.67
TRASH PICK-UP								
	TOTAL	\$240,000.00	\$86,406.83				\$86,406.83	\$153,593.17
RECREATION								
WAGES		\$5,000.00	\$755.00				\$755.00	\$4,245.00
FOWLerville REC		\$6,000.00					\$0.00	\$6,000.00
PARK MAINTENANCE		\$1,000.00	\$1,180.12				\$1,180.12	(\$180.12)
PARK MOWING		\$11,000.00	\$3,450.00				\$3,450.00	\$7,550.00
PARK IMPROVEMENTS		\$6,000.00	\$722.26				\$722.26	\$5,277.74
COMMUNITY PROMOTION		\$8,000.00	\$3,841.06				\$3,841.06	\$4,158.94
UTILITIES		\$1,500.00	\$406.89				\$406.89	\$1,093.11
	TOTAL	\$38,500.00	\$10,355.33	\$0.00	0.00	\$0.00	\$10,355.33	\$28,144.67
INSURANCE & BONDS								
	TOTAL	\$10,000.00					\$0.00	\$10,000.00
TRUST AND AGENCY								
DELINQUENT TAX		\$10,000.00						
TRAILER BONDS		\$6,000.00						
	TOTAL	\$16,000.00						
UNALLOCATED								
	TOTAL	\$1,091,990.00					\$0.00	\$1,091,990.00
CONTINGENCIES								
	TOTAL	\$71,000.00					\$0.00	\$71,000.00
ROAD FUND TRANSFER	TOTAL	\$0.00						
GRAND TOTAL		\$1,906,790.00	\$193,655.19	\$0.00	\$0.00	\$0.00	\$193,655.19	\$1,713,134.81

Tax Levy Resolution

Motion by _____, support by _____, to adopt a resolution to levy taxes of 0.7255 mills for operating purposes, plus 1.5000 mills for roads, established by election, for a total of 2.2255 mills for the 2023 tax year.

Roll call vote:

Yays _____

Nays _____

August 10, 2023

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes LIVINGSTON	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 \$149,767,187
Local Government Unit Requesting Millage Levy COHOCTAH TOWNSHIP	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Operational		1.3	0.7255	1.0000	0.7255	1.0000	0.7255		0.7255	
Voted	Roads	12/22	1.5	1.5	1.0000	1.5000	1.0000	1.5000		1.5000	12/26

Prepared by Barb Fear	Telephone Number (517) 546-0655	Title of Preparer Clerk	Date 08/10/2023
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

<input checked="" type="checkbox"/> Clerk	Signature	Print Name Barb Fear	Date 08/10/2023
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name Mark Fosdick	Date 08/10/2023
<input type="checkbox"/> President			

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Instructions For Completing Form 614 (L-4029) 2023 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2023 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2022 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2022** permanently reduced rate can be found in column 7 of the **2022** Form L-4029. For operating millage approved by the voters after April 30, 2022, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2023 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2023 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2023. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2023 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2023 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2023. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2023 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2023. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.