



# COHOCTAH TOWNSHIP BOARD MEETING

April 14, 2022 at 8:00 PM

Township Hall | Fowlerville, Michigan

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*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](mailto:bfearclerk@gmail.com), phone: (517) 618-7404, or mail: 3530 Gannon Rd, Howell, MI 48855.*

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## AGENDA

### CALL TO ORDER

### AGENDA APPROVAL

### CONSENT AGENDA

- [1.](#) Minutes 03-10-2022
- [2.](#) Treasurer's Report
- [3.](#) Expenditures
- [4.](#) Minutes Joint Board and Planning Commission Meeting 03-17-22
- [5.](#) Minutes Special Meeting 04-05-2022

### CALL TO THE PUBLIC

### UNFINISHED BUSINESS

- [6.](#) Updated House Lease
- [7.](#) Granger Contract

#### Road Commission

- [8.](#) Road Contracts

#### Howell Fire Authority

#### Hall

#### Cemetery

#### Parks and Recreation

### NEW BUSINESS

- [9.](#) Large Item Day 05-14-2022
- [10.](#) Park Mowing Bid
- [11.](#) Codification Proposal for General Ordinances
12. Purchase of Second Speed Radar Sign
13. Authorize work for Multi Purpose Courts at Park

### REPORTS - WRITTEN REPORTS SUBMITTED

#### Zoning Board of Appeals

#### Planning Commission

**Violations and Complaints**

**CALL TO THE PUBLIC**

**NEXT REGULAR MEETING DATE - MAY 12, 2022**

**ADJOURN**



# COHOCTAH TOWNSHIP BOARD MEETING

March 10, 2022 at 8:00 PM

Township Hall | Fowlerville, Michigan

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*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](mailto:bfearclerk@gmail.com), phone: (517) 618-7404, or mail: 3530 Gannon Rd, Howell, MI 48855.*

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## MINUTES

### CALL TO ORDER

The meeting was called to order at 8:00pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock, ZA Fred Buckner, Park Manager Larry Flanary and 6 citizens. ABSENT: Mark Torigian.

### AGENDA APPROVAL

Motion made by Charette, Seconded by Fear to approve the agenda as presented.

Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

### CONSENT AGENDA

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

1. Minutes 02-10-2022
2. Treasurer's Report
3. Expenditures
4. Budget Hearing Minutes 03-03-2022

### CALL TO THE PUBLIC

None

### UNFINISHED BUSINESS

5. Granger Contract Discussion

Scott from Granger presented the new contract and discussed options available to the Township.

6. Update Civil Infraction/Dangerous Building Ordinance

Motion made by Charette, Seconded by Fear to adopt the Resolution to Rescind Prior Decision and to Adopt General Law Ordinance. Roll Call Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

Motion made by Charette, Seconded by Fear to adopt Ordinance to Establish Ordinance Enforcement Officer. Roll Call Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

Motion made by Charette, Seconded by Bock to adopt Cohoctah Township Municipal Civil Infractions Ordinance. Roll Call Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

Motion made by Charette, Seconded by Bock to adopt the Cohoctah Township Dangerous Building Ordinance. Roll Call Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

#### **Road Commission**

No report.

#### **Howell Fire Authority**

No report.

#### **Hall**

Report given.

#### **Cemetery**

No report.

#### **Parks and Recreation**

Report given.

#### **NEW BUSINESS**

##### 7. Chloride Quote

Motion made by Bock, Seconded by Charette to approve the Chloride Solutions bid. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

##### 8. Quarterly Budget Review

Motion made by Bock, Seconded by Charette to move \$25000. from Unallocated to Contingencies. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

Motion made by Charette, Seconded by Bock to move \$3000.10 from Contingencies, .10 to Supervisor, \$3000 to Attorney. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

Motion made by Bock, Seconded by Charette to move \$19000 from Contingencies to Trash Service. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

##### 9. Budget Approval- Fee Schedule

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

##### 10. Budget Approval Salaries/Wages

Motion made by Bock, Seconded by Charette to approve the Township Officials Salaries and Wages as presented. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

##### 11. Budget Approval Revenues

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

12. Budget Approval- General Fund

Motion made by Fear, Seconded by Bock to approve the General Fund Budget with minor changes. Voting Yea: Fear, Charette, Bock, motion carried.

13. Budget Approval- Road Fund

Motion made by Charette, Seconded by Fear to approve the Road Fund Budget as presented. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

14. Budget Approval Capital Improvement Fund

Motion made by Bock, Seconded by Fear to approve the Capital Improvement Fund Budget as presented. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

15. Budget Approval- ARPA Funds

Motion made by Charette, Seconded by Bock to approve the ARPA Funds Budget as presented. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

16. Surf Broadband Contract

Tabled. Leave on agenda.

17. Road Millage Ballot Language

Motion made by Bock, Seconded by Charette to adopt the Resolution to Renew Road Millage for 2023-2026. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

18. Howell Schools Tax Collection Agreement

Motion made by Charette, Seconded by Bock to approve the Agreement for Collection of Summer School Property Taxes. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

**REPORTS - WRITTEN REPORTS SUBMITTED**

**Zoning Board of Appeals**

No report.

**Planning Commission**

No report.

**Violations and Complaints**

Report given.

**CALL TO THE PUBLIC**

None.

**NEXT REGULAR MEETING DATE - April 14, 2022**

**ADJOURN**

There being no further business, the meeting was adjourned at 9:25pm.

<b>TAMI BOCK</b>			
<b>COHOCTAH TOWNSHIP TREASURER</b>			
<b>6153 BYRON ROAD</b>			
<b>HOWELL MI 48855</b>			
<b>517-546-2510</b>			
			Mar 2022
RECEIPTS			
	LOCAL COMM STAB		\$ 1,974.88
	LAND USE		\$ 120.00
	INTEREST		\$ 25.23
	TRASH PICK UP		\$ 156.00
	ALLOCATED TAX		\$ 16,004.91
	TAX COLLECTION FEE		\$ 915.00
	REVENUE SHARING		\$ 58,556.00
	BURIAL		\$ 736.00
	DOG LIC FEES		\$ 9.00
	<b>RECEIPTS TOTAL</b>		<b>\$ 78,497.02</b>
	CASH ACCOUNT ENDING BALANCE		\$ 839,173.73
	FLAGSTAR CD		\$ 112,550.86
	PNC BANK CD		\$ 115,005.73
	HUNTINGTON CD		\$ 109,385.29
	GENERAL FUND BALANCE		\$ 1,176,115.61
	TRUST AND AGENCY BALANCE		\$ 7,050.00
	CAPITAL IMPROVEMENT FUNDS		\$ 221,515.16
	ARPA FUNDS		\$ 174,849.00
	ROAD FUND ENDING BALANCE		\$ 46,693.33

<b>EXPENDITURES - APRIL 2022</b>			
BERG ASSESSING		\$ 3,175.00	
AT&T		\$ 393.10	
SURF BROADBAND SOLUTIONS		\$ 44.95	
HIDDEN LAKE WIRELESS		\$ 45.00	
GRANGER		\$ 7,605.00	
CONSUMERS		\$ 226.44	
COOPER & REISTERER		\$ 3,177.00	
SMART BUSINESS SOURCE		\$ 62.32	
SURF BROADBAND SOLUTIONS		\$ 122,500.00	
LIV CTY PRESS		\$ 740.00	
CHASE CREDIT CARD		\$ 1,300.80	
AMISH COUNTRY GAZEBOS		\$ 6,593.00	
LASHBROOK SEPTIC		\$ 150.00	
VERIZON WIRELESS		\$ 628.82	
CARLISLE/WORTMAN		\$ 130.00	
MUNICODE		\$ 1,220.11	
T BOCK		\$ 23.40	
M FOSDICK		\$ 51.54	
B FEAR		\$ 139.45	
D BURDEN		\$ 91.26	
<b>SUB TOTAL</b>		<b>\$ 148,297.19</b>	
T BOCK		\$ 1,907.36	
D BURDEN		\$ 150.65	
M FOSDICK		\$ 1,632.37	
K THURNER			\$ 133.04
B FEAR		\$ 1,811.94	
T LITZ		\$ 398.30	
F BUCKNER		\$ 773.26	
NATIONWIDE		\$ 306.31	
W/H		\$ 1,388.59	
BENEPAY		\$ 62.44	
<b>SUB TOTAL</b>		<b>\$ 8,431.22</b>	
<b>TOTAL GENERAL FND</b>		<b>\$ 156,728.41</b>	
<b>ROAD FUND</b>		<b>\$ -</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 156,728.41</b>	

March 17, 2022  
Township Board and Planning Commission Joint Meeting Minutes

The special meeting of the Cohoctah Township Board and Planning Commission was called to order at 8:39 pm. Present: Fosdick, Fear, Charette, Beach, Jolliff, Cican, DeFrancisco, Heil, ZA Buckner, Attorney Abby Cooper, John Enos Carlisle/Wortman, Commissioner Helzerman and 12 citizens. Absent: Bock, Torigian, Tyler.

Agenda Approval- Motion by Jolliff, support by DeFrancisco to approve the agenda as presented. Motion carried.

Discuss Master Plan Review/Zoning Ordinance Review- Presentation by John Enos.

Discuss Solar Farm Ordinance- The Ordinance process was discussed.

Call to the Public- Public comments were received.

There being no further business, the meeting was adjourned at 9:37 pm.

Respectfully submitted,

Barb Fear  
Cohoctah Township Clerk

April 5, 2022  
Special Meeting Minutes

The special meeting of the Cohoctah Township Board was called to order at 6:01 pm.  
Present: Fosdick, Bock, Torigian, Fear, Charette.

Agenda Approval- Motion by Charette, support by Torigian to approve the agenda as presented. Motion carried 5 Ayes, 0 Nays.

Motion by Torigian, support by Bock to adopt the Resolution to approve the Surf Broadband Contract. Motion carried 5 Ayes, 0 Nays.

Call to the Public- None

There being no further business, the meeting was adjourned at 6:09 pm.

Respectfully submitted,

Barb Fear  
Cohoctah Township Clerk

**RESIDENTIAL LEASE AGREEMENT**

Landlord and Tenant enter into this Residential Lease Agreement on 1<sup>st</sup> day of April, 2022 (“Lease”) and agree as follows:

1. PARTIES. The parties to this Lease are as identified:

LANDLORD	TENANT
Cohoctah Township	Mike Jolliff
10518 Antcliff Road	10515 N. Antcliff Road
Fowlerville, MI 48836	Fowlerville, MI 48836

2. PREMISES. Landlord agrees to rent to Tenant the northeastern portion of the real property known as 10515 N. Antcliff Road, Fowlerville, MI 48836 and associated with parcel identification number 02-09-100-007, more specifically as shown on Exhibit A (“Premises”). The Premises is comprised of a single family dwelling and several outbuildings, while the remainder of the parcel is farmed and is not part of the Premises that is subject to the lease. The Premises shall be rented together with any appliances (refrigerator and stove), furnishings, fixtures, personal property, and appurtenances furnished by Landlord for the Tenant's use.
3. TERM. The term of this Lease shall begin on April 1, 2022 (“Commencement Date”) and shall be a fixed term beginning on the Commencement Date and ending on March 31, 2023 (“Term”).
4. HOLDOVER. Should Tenant continue to possess the Premises after the Term, the ‘Term’ shall become month to month which shall be terminable by either party with 30 days notice.
5. RENT. Tenant agrees to provide to Landlord as rent up to 20 hours of maintenance duties and services per month per the maintenance agreement terms below:

Tenant shall provide general maintenance services for Cohoctah Township to be used in Landlord’s discretion. Individual projects will be communicated through and reported back to the Clerk’s office. A maximum of 20 hours per month will be required, and up to 10 hours may be banked by Cohoctah Township to accomplish larger projects in the future. Tenant shall mow and maintain the lawn at the Cohoctah Township Hall. Tenant shall provide the Clerk with a monthly report of jobs completed and a tally of hours at least 5 days prior to the monthly Township Board meeting, which is the second Thursday of each month. If for any reason Tenant is unable to fulfill the maintenance requirements of this paragraph, either party may terminate the Lease with thirty (30) days’ notice, notwithstanding the Term of the lease as previously outlined. Tenant acknowledges and agrees that Tenant is not an employee of the Township for any purposes. The parties are each responsible for any reporting or tax implications of this arrangement. When applicable, the parties agree to use Landlord’s determined values for Tenant’s services.

6. SECURITY DEPOSIT. Pursuant to a certain lease entered into between Landlord and Tenant on December 6, 2016 (“2016 Lease”), Landlord is holding a security deposit of \$600. Tenant consents to Landlord retaining that Security Deposit for purposes of this Lease. Landlord is not obligated to apply this deposit to rent or other charges in arrears. Landlord may use this deposit for (a) actual

damages that are the result of conduct not reasonably expected in the normal course of living in the dwelling, (b) past due rent and rent due for premature termination of this lease, and (b) utility bills that are the responsibility of Tenant and not paid by Tenant. Tenant may be liable for damages over and above the amount of the security deposit. The security deposit will be deposited at:

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

7. UTILITIES. Tenant shall place utilities for the Premises into Tenant's name, maintain uninterrupted service, and timely pay all utility bills. Tenant shall pay all charges of utility providers due to late payment or other default. Landlord is not responsible for utility service interruptions that are beyond its control or due to necessary repairs, replacements, or alterations. Should Tenant fail to pay for a service or provider charge as required by this paragraph, Landlord may elect to make such payment and any payment shall be due by Tenant to Landlord as additional rent. Tenant acknowledges the fuel tank on the Premises was 5/8 full upon Tenant first taking possession of the Premises and Tenant agrees to ensure the tank 5/8 full at the end of the Term.
8. USE AND OCCUPANCY. Tenant shall use the Premises only for residential purposes. Landlord agrees to allow any person listed above as Tenant to occupy the Premises, as well as the following persons (list names and relation to Tenant): \_\_\_\_\_.  
No other person is permitted to occupy the Premises for more than 30 days without the written consent of Landlord. Tenant agrees to use the Premises in accordance with all applicable regulations imposed by any governmental authority; to observe all reasonable regulations and requirements of any insurance company concerning the use and condition of the Premises; to not permit any rubbish, waste, flammable liquids, or explosives to be stored on the Premises; and to follow any rules and regulations provided from time to time by Landlord governing the Premises. Tenant further agrees to refrain from any conduct that disturbs or interferes with the privacy and quiet enjoyment of neighbors to the Premises.
9. PETS. No pets are allowed unless agreed to by Landlord in writing. Guide or leader dogs, hearing dogs, or service dogs of Tenants, their guests, or invitees that meet the identification and training verification requirements of Michigan law are not considered "pets" for purposes of this paragraph.
10. CONDITION OF PREMISES. Tenant acknowledges no representations about the condition of the Premises or promises to alter or to improve the Premises before or during the Term have been made. Tenant is currently in possession of the Premises pursuant to the 2016 Lease. Tenant finds the condition of the Premises acceptable and accepts that condition as-is. Upon execution of this Lease, the parties release each other from any and all claims, costs, damages, causes of actions, and liabilities that may occur or exist pursuant to the 2016 Lease and agree the 2016 Lease is terminated and no longer has any force or effect. Tenant acknowledges receipt of the Inventory Checklist that is included with this Lease and agrees to return completed to Landlord.
11. MAINTENANCE AND REPAIRS. Tenant shall maintain the Premises in a neat, clean, and orderly manner; use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities; observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Landlord when there is a need for Landlord to perform

repairs or maintenance. Tenant is responsible for minor repairs under \$50 and for maintaining drains in good working order. Any cost incurred to clean drains because of Tenant's actions will be Tenant's sole responsibility. Tenant shall not cause or permit any waste or misuse of any utility fixtures or of any portion of the Premises. Tenant shall reimburse Landlord for all damages caused by waste or misuse; for all permit, inspection, and certification costs Landlord incurs because of Tenant's noncompliance with this Lease or applicable laws; and for all damages resulting from Tenant's failure to timely report the need for repair or maintenance. Landlord may invoice Tenant for the cost of any repairs/replacements (other than normal wear and tear) during the Term of this Lease. The amount of such invoices is deemed unpaid rent and shall be due by Tenant the month following the month in which the invoice is sent. Tenant shall pay and be liable to Landlord and/or Landlord's insurer (in contract and/or tort) for the repair of all damage to, and/or replacement of, the Premises and structure of which they are a part, including fire and flood damage and all lost rents therefrom, in any way caused or made necessary by Tenant, their guests, invitees, licensees, or agents. Nothing in this clause waives or lessens Landlord's obligation to maintain and repair the Premises under Michigan law, but Landlord is not so liable when Landlord has not been informed of the need to repair. Landlord's reasonable exercise of any right or obligation hereunder never shall be deemed an eviction of Tenant or interference with their use and possession of the Premises, and Landlord shall have no liability to Tenant because of Landlord's actions in reasonably fulfilling its obligations hereunder.

12. **ALTERATIONS.** Tenant shall make no alteration, additions, or improvements in or to the Premises without Landlord's prior consent in accordance with good workmanship and quality standards. All alterations, additions, or improvements to the Premises made shall become the property of the Landlord and shall remain upon and be surrendered with the Premises at the end of the Term.
13. **MOLD OR MILDEW.** Tenant acknowledges it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Tenant shall immediately report to the Landlord; (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common areas; (ii) any evidence of mold-or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Tenant, occupants and guests resulting from Tenant's failure to comply with the terms of this paragraph.
14. **FURNISHINGS, APPLIANCES, AND EQUIPMENT.** Any furnishings, appliances, and equipment on the Premises as of the Commencement Date are being leased in an "as is" condition and shall not be removed from the Premises. In the event these items are removed from the Premises or damaged beyond repair by Tenant or Tenant's occupants, guests, invitees, licensees, or agents, Tenant shall be responsible for the replacement cost of each item.
15. **DAMAGE TO TENANT'S PROPERTY AND INSURANCE.** Landlord shall not be responsible for any damage to or theft, loss, or destruction of Tenant's property, unless the damage is caused by Landlord's willful or gross negligence. Landlord is not responsible for insuring personal property.

**Tenant is encouraged to insure Tenant's personal property in an amount sufficient to cover that property.**

16. QUIET ENJOYMENT. Tenant shall be entitled to the quiet enjoyment of the Premises during the term of this Lease, as long as Tenant complies with the terms of this Lease.
17. ENTRY. Landlord and Landlord's agents have the right to enter the Premises to make repairs or to show the Premises to prospective tenants or purchasers at reasonable times, provided a good-faith effort is made to notify Tenant and arrange for a mutually convenient time for Landlord's entry. Landlord agrees to enter only after knocking, to leave the Premises in as good a condition as when entered, to clean and remove dirt and debris that result from showing the Premises or performing maintenance and repairs, and to lock the Premises when leaving. In the event of an emergency, Landlord, its agents, employees, and governmental authorities shall have immediate access to the Premises without notice.
18. SUBLETTING AND ASSIGNMENT. Tenant shall not sublet or assign the Premises without the prior written consent of Landlord.
19. DEFAULT. Upon the happening of any of the following events, or as otherwise set forth in this Lease, Tenant shall be in default of Tenant's obligations under the Lease and Landlord may send a notice to terminate tenancy, a notice to quit, or any other notice pursuant to the statutes of the State of Michigan. In the event Tenant does not comply with such notice, Landlord may by summary proceedings or by suitable action or proceedings at law or in equity, or by any other legal proceeding, repossess the Premises. Voluntary move out or eviction of Tenant for default of any obligation under the Lease shall not release Tenant from the obligation to pay all rent due for the Term. Landlord shall, however, be required to mitigate Landlord's damages. Such default may consist of, but is not limited to, the following:
  - a. Tenant fails to provide the maintenance services required by this Lease or to otherwise pay any amount of rent or other sum due pursuant to this Lease;
  - b. Tenant fails to perform any of Tenant's obligations of this Lease;
  - c. Tenant attempts to assign Tenant's rights to this Lease or to sublet the Premises in violation of this Lease;
  - d. Tenant files for bankruptcy under the laws of the United States;
  - e. A receiver is appointed for Tenant's property;
  - f. Tenant fails to abide by any of the rules or regulations pertaining to the Premises;
  - g. Tenant holds over on the Premises for more than twenty-four (24) hours following service of a written demand for possession for termination of the Lease by Landlord if Tenant, a member of Tenant's household, or other person under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased Premises. This applies only if a formal police report has been filed by the Landlord alleging that the Tenant has done one or more of the above acts. This is pursuant MCL 600.5714.
20. DAMAGE TO PREMISES. If the Premises are injured or destroyed in whole or in part by fire or other catastrophe during the Term of this Lease, Landlord shall, as soon as practicable, effect repairs on the Premises, so that they are substantially the same as they were prior to such fire or other catastrophe. In such event, the rent shall abate entirely if the entire Premises are rendered

uninhabitable, and shall abate on a pro-rata basis in the event only a portion of the Premises are rendered uninhabitable, until such time as the Premises are restored to a habitable condition. There shall be no abatement of rent if the fire or other cause damaging the Premises is the result of the negligence or willful act of Tenant or Tenant's family, occupants, employees, guests, invitees, or anyone on the Premises by reason of association with Tenant, Tenant's family, occupants, employees, guests, or invitees. Notwithstanding the foregoing, in the event the Premises shall be destroyed to an extent that Landlord determines in Landlord's sole discretion that repairs will take an extended length of time or that it is inadvisable to restore the Premises, then Landlord may, at Landlord's option, terminate this Lease by written notice to Tenant.

21. **REMEDIES AND NO WAIVER.** The failure on the part of Landlord to avail itself of any of the remedies under this Lease shall not be a waiver of the right of Landlord to avail itself of such remedies for similar or other breaches by Tenant. Exercise of any of the rights or remedies with respect to default shall not preclude or affect subsequent exercise of such rights or remedies at different times for different defaults. Landlord's remedies shall be deemed cumulative and not alternative if so allowed by law.
22. **COSTS.** Tenant agrees to be responsible for any costs resulting from Tenant's default of this Lease including Landlord's attorney fees, court fees, or other costs associate with collection and/or summary proceedings. If Tenant moves out owing any sums to Landlord, it is agreed that the maximum amount of interest allowed by Michigan law shall be added to the account from the date of Tenant's moving out.
23. **TERMINATION AND RE-ENTRY.** At the end of the Term or upon termination, Tenant shall surrender possession of the Premises to Landlord in the same condition as when possession was taken, except for reasonable wear and tear. Default in any of the covenants of this Lease by Tenant shall entitle Landlord to terminate the tenancy and retake possession of the Premises as provided by law. Tenant acknowledges that Landlord will incur certain expenses and damages in connection with retaking possession and re-leasing the Premises in the event of Tenant's default. In such event, Tenant shall be responsible for all lost rent until the Premises are re-leased, provided Landlord has the duty to mitigate damages, and shall further be responsible for damages for re-leasing, showing, advertising, and preparing the Premises for rental.
24. **KEYS.** On termination of this Lease, Tenant shall return all keys to the Premises to Landlord. Tenant shall not alter or install a new lock on any door to the Premises without Landlord's written consent.
25. **CONTROLLED SUBSTANCES.** This Lease may be terminated because Tenant, a member of Tenant's household, or other person under Tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased Premises. Landlord may terminate the tenancy by giving Tenant a written twenty-four (24) hour Notice to Quit. This subsection applies only if a formal police report has been filed by the Landlord alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased Premises. For purposes of this subsection, "controlled substance" means a substance or a counterfeit substance classified in Schedule 1, 2, or 3 pursuant to sections 7211-7216 of 1978 PA 368, MCL 333.7211-.7216. The growing, cultivation, distribution, processing, sale, or display of marijuana and marijuana accessories is strictly prohibited anywhere on the Premises. Notwithstanding any provision to the contrary, this Lease does not prohibit Tenant from lawfully

possessing or consuming marijuana by means other than smoking in accordance with MCL 333.27954(4) and the Michigan Regulation and Taxation of Marihuana Act, as amended.

26. **SMOKE-FREE:** Tenant agrees and acknowledges that the dwelling located on the Premises to be occupied by Tenant and members of Tenant's household has been designated as a Smoke-Free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the dwelling located on the Premises, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. The term "smoke" or "smoking" for purposes of this Lease means: inhaling, exhaling, vaping, or breathing any tobacco product, marijuana product (medical or recreational), or similar product through the use of a cigar, cigarette, or other device in any manner or in any form including lighted, electronic, or otherwise. Tenant shall inform Tenant's guests of the no-smoking rules. Any outdoor use must be compliant with Michigan law and be sufficient distance of at least 10 feet from the dwelling; however, in no event shall smoking of marijuana (medical or recreational) be permitted outside. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the dwelling on the Premises as smoke-free, do not make the Landlord the guarantor of Tenant's health or the health of any members of Tenant's household.
27. **ABANDONMENT.** If during the Term Landlord believes that Tenant has abandoned the Premises and current rent is unpaid, Landlord may enter the Premises and remove remaining possessions of Tenants without liability. Abandonment is presumed conclusively if rent is unpaid for fifteen days following the due date and (a) a substantial portion of Tenant's possessions have been removed or (b) acquaintances of Tenant or other reliable source advises Landlord that Tenant has left without intending to reoccupy the Premises. If Tenant abandons or surrenders the Premises at any time and leaves personal property there, it shall be considered abandoned without Tenant claiming any more interest in it. Landlord may thereafter dispose of the personal property however Landlord chooses, and Tenants shall reimburse Landlord for all costs Landlord incurs in that regard.
28. **HOLD HARMLESS.** Tenant agrees for themselves, their heirs, and executors to save and hold Landlord harmless from any and all damages or liability that results from or arises out of Tenant's use and occupancy of the Premises, provided that such damages or liability do not result from the negligent acts or omissions of Landlord, it's agents or employees, subject to Landlord's obligation to mitigate damages and is otherwise not precluded by Michigan law.
29. **WAIVER OF SUBROGATION.** Each party releases the other party from any liability for loss, damage, or injury caused by fire or other casualty for which insurance is carried by the insured party to the extent of any recovery by the insured party under such insurance policy.
30. **SEVERABILITY.** If any provision of this Lease is found by a court to be invalid, unlawful, or unenforceable to any extent, that finding shall not invalidate any other clause or provision of this Lease and the rest of the Lease, and the application of the provision to persons or circumstances other than those for which it has been deemed invalid, unlawful, or unenforceable, shall not be affected.
31. **ENTIRE AGREEMENT.** It is agreed that this Lease and any and all addenda executed between the parties, constitutes the entire agreement between Landlord and Tenant and may not be altered, amended or changed in any manner unless in writing signed by both of the parties. Tenant acknowledges and agrees that no verbal promises representations or agreements have been made other than are contained in this Lease and the related documents described.

32. NOTICES. Any notices under this Lease shall be in writing. Notices to Landlord shall be delivered to Landlord personally or by first-class mail fully prepaid at Landlord's address listed above or unless otherwise notified by Landlord. Notices to Tenant shall be delivered to Tenant personally or by first-class mail fully prepaid at the Premises unless otherwise notified by Tenant. The date of service shall be the date of hand delivery or the mailing date except where otherwise provided by law.
33. LEAD BASED PAINT DISCLOSURE. The parties have executed the disclosure attached as Exhibit B.
34. FAIR HOUSING ACT. A Tenant requesting a reasonable accommodation under the Fair Housing Act must establish that (a) Tenant or a member of Tenant's household is disabled (or regarded as disabled) and (b) the requested accommodation is necessary for the Tenant or household member to enjoy the benefits of the unit as do those without disabilities. Such request shall follow the notice provisions of this Lease, and Landlord shall consider the request in accordance with applicable law.
35. LIMITED CANCELLATION RIGHTS. Tenant shall have the limited right to cancel this Lease under the following circumstances only.
  - a. A Tenant who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to Landlord if (i) Tenant has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof thereof or (ii) Tenant has become incapable during the term of living independently, as certified by a physician in a notarized statement. Election to cancel under this paragraph is limited to the Tenant to whom the foregoing applies, and the lease continues in full force and effect for any remaining individual Tenant.
  - b. If a Tenant executes this Lease while in military service, or enters military service after this Lease has been executed by that Tenant (or by someone on Tenant's behalf), and thereafter Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may terminate this Lease at any time after the Tenant's entry into military service or the date of Tenant's military orders described in paragraph (1)(B) or (2)(B) of subsection (b) of Section 305 of the Servicemembers Civil Relief Act, being 50 USC App 535, Sec 305 et seq.
  - c. A Tenant who has a reasonable apprehension of present danger to Tenant or Tenant's child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

Election to cancel under any subsection of this paragraph is limited to the Tenant to whom the foregoing applies (or as otherwise specified), and the lease, including joint and several liability, if any, continues in full force and effect for remaining Tenants.

36. OTHER:

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**NOTICE: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

**NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

Tenant and Landlord have read and understand the entire Lease. Tenant and Landlord voluntarily agree to all of its terms and conditions.

LANDLORD  
Cohoctah Township

TENANT

/s/ \_\_\_\_\_  
Mark Fosdick, Supervisor

/s/ \_\_\_\_\_  
Mike Joliff

/s/ \_\_\_\_\_  
Barb Fear, Clerk

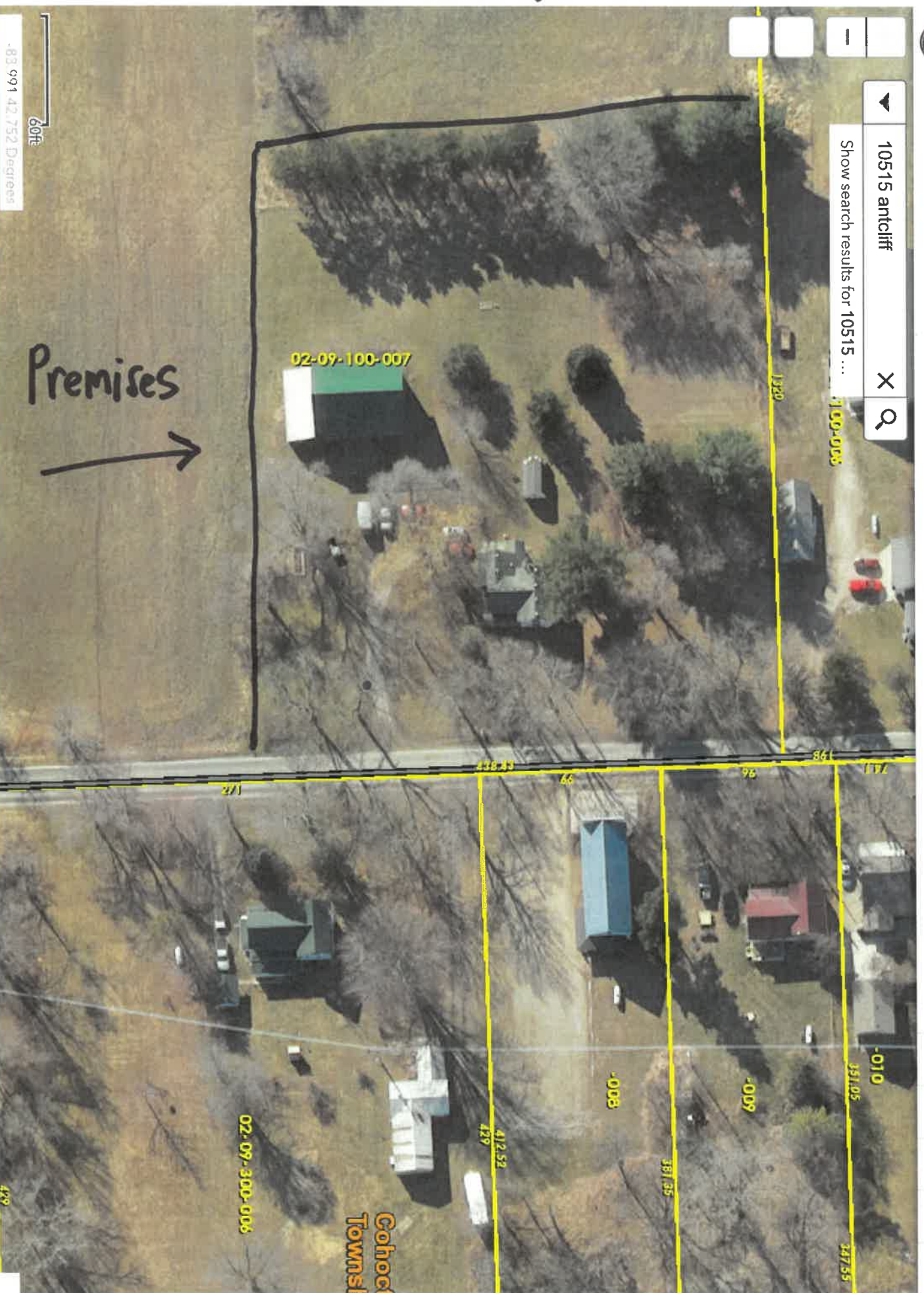


Parcel Viewer

Livingston County, Michigan

10515 antcliff

Show search results for 10515 ...



Premises →

02-09-100-007

02-09-300-006

Cohod  
Townsl

83 991 42.752 Degrees

60ft

EXHIBIT B

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards [check (i) or (ii) below]:

\_\_\_\_\_ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing [explain].

\_\_\_\_\_ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor [check (i) or (ii) below]:

\_\_\_\_\_ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing [list documents below].

\_\_\_\_\_ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial)

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

As of \_\_\_\_\_, \_\_\_, 2022, following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_ (Lessor) \_\_\_\_\_ (Lessee) \_\_\_\_\_ (Agent)

\_\_\_\_\_ (Lessor) \_\_\_\_\_ (Lessee) \_\_\_\_\_ (Agent)

**INVENTORY CHECKLIST**  
(2 copies furnished to Tenant)

**Property Address:** \_\_\_\_\_

**YOU SHOULD COMPLETE THIS CHECKLIST, NOTING THE CONDITION OF THE RENTAL PROPERTY, AND RETURN IT TO THE LANDLORD WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS.**

<b>COMMENCEMENT</b>	<b>TERMINATION</b>
<b>CHECKLIST</b>	<b>CHECKLIST</b>
<i>Condition on Move-in</i>	<i>Condition on Move-out</i>

Date: _____	Date: _____
-------------	-------------

**Kitchen**

Refrigerator	_____	_____
Range & oven	_____	_____
Broiler	_____	_____
Range hood & fan	_____	_____
Sink & counter	_____	_____
Garbage disposal	_____	_____
Cabinets	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Curtains or draperies	_____	_____
Windows & screens	_____	_____
Furniture	_____	_____
Closets	_____	_____
Shelves	_____	_____
Doors	_____	_____
Plumbing fixtures	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Dining room**

Thermostat	_____	_____
Air conditioner	_____	_____
Door	_____	_____
Windows & screens	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____

Curtains or draperies	_____	_____
Light fixture	_____	_____
Furniture	_____	_____
Closets	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Living room**

Thermostat	_____	_____
Air conditioner	_____	_____
Door	_____	_____
Windows & screens	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
TV cord & adaptor	_____	_____
Curtains or draperies	_____	_____
Light fixture	_____	_____
Furniture	_____	_____
Closets	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Bathroom No. 1**

Bathtub/shower	_____	_____
Sink & counter	_____	_____
Medicine cabinet	_____	_____
Vent fan	_____	_____
Ceramic tile	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Other	_____	_____
	_____	_____

**Bathroom No. 2**

Bathtub/shower	_____	_____
Sink & counter	_____	_____
Medicine cabinet	_____	_____
Vent fan	_____	_____
Ceramic tile	_____	_____
Light fixture	_____	_____

Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Curtains or draperies	_____	_____
Windows	_____	_____
Closets	_____	_____
Shelves	_____	_____
Doors	_____	_____
Toilet	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Bedroom No. 1**

Doors	_____	_____
Windows & screens	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Closets	_____	_____
Curtains or draperies	_____	_____
Furniture	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____

**Bedroom No. 2**

Doors	_____	_____
Windows & screens	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Closets	_____	_____
Curtains or draperies	_____	_____
Furniture	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____

**Bedroom No. 3**

Doors	_____	_____
Windows & screens	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____

Closets	_____	_____
Curtains or draperies	_____	_____
Furniture	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Bedroom No. 4**

Doors	_____	_____
Windows & screens	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Closets	_____	_____
Curtains or draperies	_____	_____
Furniture	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Basement/storage**

Windows	_____	_____
Walls/ceiling & paint	_____	_____
Closets	_____	_____
Floors	_____	_____
Doors	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Hallway(s)**

Doors	_____	_____
Walls/ceiling & paint	_____	_____
Floors	_____	_____
Windows	_____	_____
Other	_____	_____
	_____	_____
	_____	_____

**Stairwell**

Doors	_____	_____
Walls/ceiling & paint	_____	_____
Floors	_____	_____

Windows \_\_\_\_\_  
Railings \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Garage or parking area**

Windows \_\_\_\_\_  
Walls/ceiling \_\_\_\_\_  
Shelves \_\_\_\_\_  
Paint \_\_\_\_\_  
Doors \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date utilities notified**

Gas company \_\_\_\_\_  
Electric company \_\_\_\_\_  
Water & sewer \_\_\_\_\_

**Number of keys**

\_\_\_\_\_

\_\_\_\_\_  
Landlord (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Landlord (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Landlord (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Landlord (date)

\_\_\_\_\_  
Tenant (date)

**RECEIPT FOR INVENTORY CHECKLIST AND LEASE**

Tenant acknowledges receipt of two Inventory Checklist forms and a signed copy of the Lease for the Premises located at \_\_\_\_\_. Tenant understands Tenant’s obligation to return one completed checklist to Landlord within seven days of obtaining possession of the rental unit. If one completed checklist is not returned to Landlord within this time, Tenant understands Landlord will presume no real or personal property on the Premises is damaged or flawed in any respect.

Dated: \_\_\_\_\_

\_\_\_\_\_

Tenant

Dated: \_\_\_\_\_

\_\_\_\_\_

Tenant

**ITEMIZED LIST OF CHARGES**  
**(for Landlord use only upon Tenant move-out)**

**Property Address:** \_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

**Forwarding Address:** \_\_\_\_\_  
\_\_\_\_\_

**Date List Mailed to Tenant:** \_\_\_\_\_

**CREDITS**

- |    |                  |          |
|----|------------------|----------|
| 1. | Security Deposit | \$ _____ |
| 2. | Other            | \$ _____ |

TOTAL CREDITS \$ \_\_\_\_\_

**CHARGES**

- |    |   |          |
|----|---|----------|
| 1. | Rental arrearage  | \$ _____ |
| 2. | Rent due for premature termination of the Lease by the Tenant | \$ _____ |
| 3. | Tenant's utility bills not paid by the Tenant                 | \$ _____ |
| 4. | Damages to property and estimated cost of repair:             |          |
|    | a. _____  | \$ _____ |
|    | b. _____  | \$ _____ |
|    | c. _____  | \$ _____ |
|    | d. _____  | \$ _____ |
|    | e. _____  | \$ _____ |

TOTAL CHARGES \$ \_\_\_\_\_

**AMOUNT OWED TO TENANT**

(if charges are less than credits, Tenant is entitled to receive this amount) \$ \_\_\_\_\_

**ADDITIONAL AMOUNT OWED TO LANDLORD**

(if credits are less than charges, Tenant owes this additional amount to Landlord) \$ \_\_\_\_\_

**YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME, OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES.**

TOWNSHIP OF COHOCTAH  
SOLID WASTE COLLECTION  
AGREEMENT FOR RESIDENTIAL CUSTOMERS

THIS AGREEMENT (the “Agreement”) made and entered into on this \_\_\_\_ of March 2022, by and between the Township of Cohoctah, a Michigan municipal corporation, of 10518 Antcliff Road, Fowlerville, Michigan 48836 (hereinafter referred to as the “Township”), and Granger Waste Services, a Michigan corporation, of 16980 Wood Road, Lansing, Michigan 48906 (hereinafter referred to as the “Contractor”).

**TERM:**

The term of this Agreement shall begin on July 1, 2022 (the “Effective Date”) and shall expire on June 30, 2027.

This Agreement may be extended upon mutual written agreement by the Township and Contractor.

**SCOPE OF WORK:**

WHEREAS, the Township desires to secure the services of the Contractor, which include:

1. Residential waste service, including carts, collection, hauling, and disposal of solid waste.

WHEREAS, the Contractor desires to provide said services in compliance with the Township ordinances; NOW,

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**DEFINITIONS**

- A. **Waste:** The term “waste” shall include garbage and rubbish, except animal and human excrements.
- B. **Garbage:** The term “garbage” means all animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of foods.
- C. **Rubbish:** The term “rubbish” means non-putrescible solid waste, including broken glass, crockery, bottles, and ashes. Excluded is hazardous waste and yard waste.
- D. **Hazardous Waste:** The term “hazardous waste” shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment. Contractor reserves the right to define materials that do not meet its waste acceptance guidelines as hazardous or special wastes.
- E. **Bulk Items:** Bulk items may include but is not limited to household waste typically of a large or bulky nature such as: furniture, bed springs, mattresses, appliances, exercise equipment, and bicycles. Items still containing freon will require an additional charge.
- F. **Street-Side:** Refers to that area within arm’s reach of the edge of the traveled path of public streets.
- G. **Residential Household:** The term “residential household” shall mean a single-family occupied dwelling within the limits of Township of Cohoctah. Dwellings with two (2) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of three (3) or more are considered as commercial buildings and owners are responsible for contracting separately for solid waste collection services.
- H. **Municipal Billing:** the term “municipal billing” shall mean Contractor will bill the Township for services.
- I. **Residential Billing:** the term “residential billing” shall mean Contractor will bill the Resident for extra services.

GENERAL DESCRIPTION OF WORK

It is the intent and purpose of the Contractor to provide comprehensive service for the collection, removal, hauling, and disposal of waste within the Township of Cohoctah.

RESIDENTIAL WASTE COLLECTION

Contractor will collect properly prepared and placed waste, once each week, from each occupied residential dwelling within the Township.

COLLECTION SCHEDULE

Contractor will complete all collections for residential waste services once per week, between the hours of 7:00 A.M. and 7:00 P.M. within the Township, except for the interruptions due to holidays or acts of God (weather, etc.). All waste must be properly placed at the street-side for collection no later than 7:00 A.M. on the scheduled day of collection. Contractor reserves the right to collect trash as early as 6:00 A.M. due to circumstances such as, but not limited to, road construction, weather, resolution of service issues, etc.

COLLECTION ROUTES AND SERVICE DAYS

Contractor reserves the right to alter routes to best fit its operations and modify service days. Contractor reserves the right to divide the Township into sections and provide for collections on multiple days during the week. Contractor will notify residents prior to altering any service day modifications.

INTERRUPTED COLLECTION SCHEDULE

No collections of waste will be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Where the holiday falls on or before the regular collection day, waste will be collected one day later. If the holiday falls on a Saturday or Sunday, collection schedule will not change. Contractor will maintain a diligent communication plan with Township to communicate and remind of changes in schedules due to holidays, weather, etc. Service may also be interrupted/delayed due to acts of God, (storms, lightning, wind, snow, ice, etc.). The Township will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor shall be hauled to Granger Wood Street Landfill at 16500 Wood Road, Lansing, Michigan. The Contractor shall assume payment of all related costs/fees, including all tipping fees. The Contractor reserves right to dispose of solid waste at alternate licensed disposal sites and to use transfer stations for intermediate handling of materials.

WASTE ACCEPTANCE

The Township recognizes that the Contractor will collect only items of waste as acceptable to federal laws, state laws, local ordinances, and Contractor's waste acceptance guidelines. Contractor reserves the right to refuse to collect waste that does not confirm to federal laws, state laws, local ordinances (including the Township code), and Contractor's waste acceptance guidelines. The Contractor shall not be required under this contract to collect any hazardous or special waste.

CONTRACTOR WASTE ACCEPTANCE GUIDELINES

A. Prohibited Wastes:

The following prohibited wastes cannot be accepted under any condition or from any source:

- Hazardous or toxic waste as defined by local, state or federal laws or regulations (Hazardous wastes are materials that are ignitable, corrosive, reactive or toxic, as well as listed wastes such as pesticides, herbicides, solvents and their containers.)
- Hazardous waste containers/labels
- Explosives, ammunition and firearms
- Low-level radioactive waste and radioactive labeled containers (including but not limited to TENORM)
- PCBs or materials containing PCBs (including, but not limited to, ballasts and transformers)
- Lead acid batteries
- Lithium-ion batteries
- Liquid wastes (or free liquids)



- Sewage and septic waste
- Oil-based paint
- Used oil
- Hot ashes (including but not limited to cigarette paraphernalia, hot coals, and/or wood)
- Materials that adversely affect the liner of leachate system

B. Conditionally Prohibited Wastes:

The following conditionally prohibited wastes can be accepted if the specific conditions indicated are met:

- Appliances containing Freon (Freon must be removed by a qualified person and have certificate of removal)
- Asbestos (requires proper packaging, handling and manifest)
- Empty drums (must be clean and crushed)
- Medical waste (decontaminated or packaged as required)
- Whole motor vehicle tires (must be cut in half)
- Yard clippings or yard waste (diseased or invasive)

C. Special Wastes

The following special wastes can be accepted if the specific conditions indicated are met:

- Latex or acrylic household paint (must be in non-liquid form)
- Oil filters (must be drained for 24 hours)

WEEKLY RESIDENTIAL WASTE LIMITS

Contractor will collect waste according to the following limits:

<u>Waste Service Type</u>	<u>Limits</u>
96-Gallon Cart Trash Service.....	96-gallon Granger cart (approximately 4-5 bags, weight limit of 200lbs)

If a resident utilizing the 96-gallon cart service has occasional larger volumes of trash than the cart may hold, they can reach out to the Contractor to schedule and prepay with a 48-hour notice. Bags are limited to 30 gallon and weighing no more than 30lbs each.

ADMINISTRATIVE SERVICES

Contractor will supply a person of contact from the company to respond to complaints and act as a liaison to the Township. Contractor will respond to requests/complaints to correct missed service within 48 hours of notice from Township representatives.

Billing and Customer Service:

Township will notify Contractor of changes in service, needed cart exchanges and related service issues. Township will manage all billing/invoicing to Resident for waste service. Contractor will manage all bulk customer inquiries and extra items for removal to be billed to the Resident.

CONTAINERS

- A. Residential Waste: Contractor will provide waste containers for residents at no charge. Personal containers will not be serviced.

<u>Service Type</u>	<u>Container Size</u>
96-Gallon Cart Service.....	96-gallon plastic cart

- B. Location of Containers: All containers and bags shall be placed at the street-side by the resident for collection. All containers and bags shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Containers will be returned to the street-side upright and in similar location after service, except in instances where weather or traffic will potentially move empty containers into the roadway causing a hazard. In these instances, the containers will be placed on their side or similar to help prevent a hazard. In snow, wind, or other inclement conditions, Contractor may place containers on side or similar. Township will work with Contractor to solve issue with streets or alley locations that are blocked by snow, tree limbs, vehicles, construction, etc.
- C. Front of House Service: Due to safety issues, Contractor will not provide service described as both “back door” and “rear yard” service. However, for residents with significant physical limitation, as determined by the Contractor, Contractor will service waste from the front of the house, provided that, the containers or bags are clearly and easily visible from the street, and in the opinion of Contractor, the driveway or pathway is not unduly long or unsafe.
- D. Condition of Containers: All containers owned by Contractor for waste collection will be repaired or replaced by the contractor for damage caused by Contractor and normal wear and tear. Lost containers or damages not caused by Contractor will require \$65 (per cart) for repair or replacement of container billed to the Township. Residents are responsible for the rinsing of any material from the container as needed. Contractor will not replace or exchange containers due to odor. Resident-owned containers are not allowed.
- E. Additional Container:  
If a resident has a need for an additional trash container, the resident will contact the Township to set up an additional container at contractual rates to be billed monthly to the Township.

- F. Removal of Container:  
If resident moves, container(s) will be left on site by Contractor for new resident.

**TERM AND TERMINATION**

- A. Initial Term: The initial term of this agreement is five (5) years, commencing on May 1, 2022, and ending April 30, 2027.
- B. Price Adjustments and Renewal: This agreement may be renewed upon the mutual agreement of the parties herein. Any price adjustments for any renewal terms shall be negotiated and by mutual agreement of the Contractor and Township.
- C. Material Breach of Agreement: In the event of a material breach or material default in the performance of any covenant or obligation of the Township or Contractor under this Agreement, which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law.

**FORCE MAJEURE**

- A. Neither the Contractor nor the Township shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, governmental order or regulations, fine, act of God or other similar contingency beyond the reasonable control of the Contractor or Township.

**INSURANCE**

- A. The contractor shall, prior to service commencing, obtain and maintain during the execution of the contract, an insurance policy meeting the following requirements and shall provide to the Township a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements. The Township shall be named as an additional insured on the policy.

Insurance Endorsement	Limits Required
(1) Workman's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$1 million
(4) Property Damage Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$2 million
(5) Automobile	
(a) Bodily Injury	\$1 million each occurrence
(b) Liability	\$1 million each occurrence
(6) Automobile Property Damage	
(a) Liability	\$1 million each occurrence

- B. Proof of Liability Insurance: The Contractor shall furnish to the Township a copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with the Township. The Township must be listed as an additional insured.

**INDEMNITY**

To the extent permitted by law, the Township agrees to indemnify, hold harmless, and defend Contractor and its subsidiaries, officers, agents, representatives and employees (each a "Granger Indemnified Party") from and against any and all costs, damages, or liability any Granger Indemnified Party may incur as a result of bodily injury (including

death), property damage, or violation or alleged violation of law, arising out of or in connection with (i) any Unacceptable Waste, or (ii) the Township’s negligent acts or omissions or willful misconduct.

To the extent permitted by law, the Contractor agrees to indemnify, hold harmless, and defend the Township, its commissioners, officers, agents, representatives and employees (each a “Township Indemnified Party”) from and against any and all costs, damages or liability any Township Indemnified Part may incur as a result of bodily injury (including death), damage to property, or violation or alleged violation of law, arising out of, or in connection with Contractor’s negligent acts or omissions or willful misconduct in the performance of the work described herein.

Notwithstanding anything to the contrary in this Agreement, the Contractor shall have no obligation to indemnify any Township Indemnified Party to the extent any costs, damages or liability arises out of, or in connection with (i) any Township Indemnified Party’s negligent acts or omissions or willful misconduct, or (ii) Unacceptable Waste. In no event shall the Contractor’s aggregate liability arising out of or related to a claim for indemnity under this Section exceed the aggregate amounts paid or payable to the Contractor pursuant to this Agreement in the 3-month period preceding the event giving rise to the claim. Any claim for indemnity under this Section shall either be asserted in writing against the indemnifying Party within 3 months of the event giving rise to the claim, or shall be barred.

In no event shall either party be liable for loss of use, revenue or profit; diminution in value; or for consequential, incidental, indirect, exemplary, special or punitive damages. in no event shall granger’s aggregate liability arising out of or related to this agreement exceed the aggregate amounts paid or payable to granger pursuant to this agreement in the 3-month period preceding the event giving rise to the claim.

**COMPENSATION AND PAYMENT FOR RESIDENTIAL WASTE & RECYCLING SERVICES**

For the period commencing July 1, 2022, and ending June 30, 2027 (the initial term), the rates in TABLE A will be the rates the Contractor bills to the Township.

TABLE A – RESIDENTIAL BILLING for Weekly Waste Service (7.0% annual increase)

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027
	RESIDENTS OPTING OUT OF SERVICE	MONTHLY RATE PER CART				
96G TRASH	ZERO	\$21.68	\$23.20	\$24.82	\$26.56	\$28.42
96G TRASH	1-100	\$22.95	\$24.56	\$26.28	\$28.11	\$30.08
96G TRASH	101-200	\$24.20	\$25.89	\$27.71	\$29.65	\$31.72
96G TRASH	201-300	\$25.33	\$27.10	\$29.00	\$31.03	\$33.20

**HOUSEHOLD COUNT**

Township will have a monthly true-up with Contractor.

**PAYMENT SCHEDULE**

Township will be invoiced monthly in advance for services.

**EXTRA BAGS**

For the period commencing July 1, 2022 and ending June 30, 2027 (the initial term), any bags on the outside of a 96-gallon cart will be charged \$1.00 per bag. Resident must contact Contractor to schedule and prepay for extra

bags with a minimum 48-hour notice prior to service. Resident can schedule through calling or emailing Contractor. Bags are limited to 30 gallon and weighing no more than 30lbs each.

**BULK ITEMS**

For the period commencing July 1, 2022 and ending June 30, 2027 (the initial term), residents of the Township must contact Contractor to schedule and prepay for a bulk removal with a minimum 48-hour notice prior to service. Resident can schedule through calling or emailing Contractor. Resident will pay Contractor’s Standard Bulk Rates (see TABLE B).

**COMPENSATION AND PAYMENT FOR BULK & EXTRA ITEMS**

For the duration of the contract the Resident will pay Contractor’s standard bulk and extra item rates to the Contractor. Bulks and extra items are to be scheduled and prepaid with Contractor for removal. Bulks and extras will not be removed if not scheduled and prepaid with Contractor. \*Rates are subject to change.

TABLE B – Contractor’s Bulk & Extra Rates

<b>STANDARD EXTRA &amp; BULK RATES ON FEBRUARY 1, 2022</b>	<b>RATE</b>
BULK CHARGE PER LARGE ITEM	*\$40.00 PER ITEM
BULK CHARGE PER SMALL ITEM	*\$10.30 PER ITEM
CARPET ROLL	*\$2.58 PER ROLL
FREON CHARGE	*15.00 PER ITEM

- *carpet rolls must be dry and no longer than 4 feet & no more than 12 inches in diameter*

**ADDITIONAL FEES**

Contractor reserves the right to petition the Township for increases in prices due to government taxes, fees, surcharges, fuel costs, etc. Any rate change shall be subject to approval by the Township Board. The Contractor may not assess any rates or fees not so approved.

The quoted rates include all fuel costs with no fuel surcharge. In the event that the cost of diesel exceeds \$4.00 per gallon continuously for three (3) consecutive months, Contractor reserves the right to charge the Resident a fuel surcharge per household for each month the price is above \$4.00 per gallon. Pricing shall increase \$0.01 for each \$0.04 increase in diesel fuel above the \$4.00 per gallon. There are no adjustments for fuel below the base amount. The price of diesel fuel shall be determined from the U.S. Department of Energy website using the Midwest Index, at the following (or any successor) website: <https://www.eia.gov/petroleum/gasdiesel/>

Example: The cost of diesel fuel is \$4.40/gallon, the fuel surcharge would be \$0.10 per household, per month above the \$4.00 per gallon base rate.

**NON-DISCRIMINATION**

- A. Contractor agrees not to discriminate against any qualified employee of contractor or qualified applicant for employment with contractor on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.
- B. Contractor shall, when utilizing subcontractors require said subcontractors to include an identical non-discrimination provision in subcontracts.
- C. Contractor agrees not to discriminate against any resident of the Township on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

**VENUE**

This agreement shall be interpreted under the laws of the State of Michigan. Any and all claims, disagreements, lawsuits, actions, litigation, and disputes shall be heard in the Clinton County Courts, State of Michigan.

**SEVERABILITY**

If any part of this agreement is determined to be invalid, the remaining sections remain in full force and effect.



MODIFICATION

This agreement may not be modified except in writing and signed by both parties herein.

TERMINATION

In addition to the paragraph above entitled "Material Breach", in the event the Contractor should be adjudged bankrupt, make a general assignment for the benefits of Contractor's creditors, if a receiver is appointed to Contractor for purposes of insolvency, or if the Contractor disregards the laws of the State of Michigan, or disregards the ordinances of the Township of Cohoctah, the Township, without prejudice to any right or remedy, terminate this contract upon thirty (30) days' notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above stated.

ATTEST:

TOWNSHIP OF COHOCTAH

By: \_\_\_\_\_

\_\_\_\_\_

Mark Fosdick  
Its: Township Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

GRANGER WASTE SERVICES

By: \_\_\_\_\_

\_\_\_\_\_

Todd J Granger  
Its: Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# PROJECT AGREEMENT

JOB NUMBER: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the TOWNSHIP of COHOCTAH Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**ANTCLIFF ROAD  
(GANNON ROAD TO COHOCTAH ROAD)  
APPROXIMATELY 0.97 MILES  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$45,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$22,500. The remaining balance will be paid by the Livingston County Road Commission.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

BY: \_\_\_\_\_  
MARK FOSDICK, SUPERVISOR

\_\_\_\_\_  
BARB FEAR, CLERK

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

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

\_\_\_\_\_  
TERRY E. PALMER, DIRECTOR OF FINANCE

# PROJECT AGREEMENT

JOB NUMBER: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the TOWNSHIP of COHOCTAH Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**COHOCTAH ROAD  
(ANTCLIFF ROAD TO OAK GROVE ROAD)  
APPROXIMATELY 2.71 MILES  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$95,000. The Township shall pay the Road Commission 38.4% of the cost of the project not to exceed \$36,500. The remaining balance will be paid by the Livingston County Road Commission.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

BY: \_\_\_\_\_  
MARK FOSDICK, SUPERVISOR

\_\_\_\_\_  
BARB FEAR, CLERK

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

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

\_\_\_\_\_  
TERRY E. PALMER, DIRECTOR OF FINANCE

# PROJECT AGREEMENT

JOB NUMBER: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the TOWNSHIP of COHOCTAH Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**OAK GROVE ROAD  
(COHOCTAH ROAD TO COUNTY LINE)  
APPROXIMATELY 1.47 MILES,  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$60,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$60,000. The remaining balance will be paid by the Livingston County Road Commission.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

BY: \_\_\_\_\_  
MARK FOSDICK, SUPERVISOR

\_\_\_\_\_  
BARB FEAR, CLERK

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

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

\_\_\_\_\_  
TERRY E. PALMER, DIRECTOR OF FINANCE

# PROJECT AGREEMENT

JOB NUMBER: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the TOWNSHIP of COHOCTAH Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**OWOSSO ROAD  
(TOWNSHIP LINE TO CHASE LAKE ROAD)  
APPROXIMATELY 1.01 MILES  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$45,000. The Township shall pay the Road Commission 25% of the cost of the project not to exceed \$11,250. The remaining balance will be paid by the Livingston County Road Commission and other.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

BY: \_\_\_\_\_  
MARK FOSDICK, SUPERVISOR

\_\_\_\_\_  
BARB FEAR, CLERK

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

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

\_\_\_\_\_  
TERRY E. PALMER, DIRECTOR OF FINANCE

# LARGE ITEM TRASH DAY

**SATURDAY MAY 14, 2022**

**8AM to NOON**

**COHOCTAH TOWNSHIP PARK**

**At the corner of Allen Rd. and Preston Rd.**

**Plan to enter off Allen Rd.**

The purpose is to allow Cohoctah residents to dispose of old appliances, furniture, tires and other items too large for regular trash service. (Note: broken concrete, rocks, propane tanks, batteries, barrels and cans with paint cannot be taken.)

Appliances with Freon will be accepted, but we must charge \$15 for each in order to properly dispose of them.

*There is no charge to residents for other items.*

**TIRE LIMIT: 10 Per Household**

In order to make the process faster, please try to organize your loads so that metal items are separated and put on the back of your load so that they can be taken off first.

**QUESTIONS? PLEASE CALL  
517-546-0655**

Markus Farm LLC  
7197 O'Neill Drive  
Howell, Michigan  
48855

# Quote

Cohoctah Park

**Invoice #** 00000  
**Invoice Date** 03/24/2022  
**Due Date** 03/24/2022

Item	Description	Unit Price	Quantity	Amount
	Mowing	330.00	0.00	0.00
	Spraying	495.00	0.00	0.00
<p><b>NOTES:</b> Spring is almost here again so its time to start thinking about the park! Mowing this year will be 330/per cut. Because of the massive cost rise of fuel and chemicals this year ive had to increase my prices by 10%!</p> <p>I am hoping this year I can get you to approve a monthly spraying at the park instead of the intermittent sprayings from years past. To be able to keep the weeds down and small is key and when we let it go for a few months it gets really out of control. So if I can spray it on a monthly basis that would make the park look so much better.</p> <p>Have a great day!</p>				
		<b>Subtotal</b>		0.00
		<b>Total</b>		0.00
		<b>Amount Paid</b>		0.00
		<b>Balance Due</b>		\$0.00



# THE GROUNDS CREW

9834 MARSH RD  
FOWLerville MI 48836  
517-223-8800 P & F

# Estimate

Number: E120

Date: April 14, 2022

**Bill To:**

COHOCTAH TWP  
3530 GANNON RD  
HOWELL, MI 48855

**Ship To:**

[Empty box for shipping address]

<b>PO Number</b>	<b>Terms</b>
P 546-0655	F 548-5029

Date	Description	Quantity	Price	Amount
	MOWING TOWNSHIP PARK OUTSIDE AREA	1.00	230.00	230.00
	MOWING INSIDE AREA TOWNSHIP PARK	1.00	75.00	75.00
<b>Total</b>				<b>\$305.00</b>



# CODIFICATION, SUPPLEMENTATION AND ONLINE CODE HOSTING SERVICES

## Cohoctah Township, Michigan

*March 2, 2022 – Quote valid for 90 days*



### **Lafaye Kiely**

Legal Account Manager

Office: 800-262-2633 ext. 7118

Direct: 850-692-7118

Email: [lkiely@municode.com](mailto:lkiely@municode.com)

PO Box 2235 Tallahassee, FL 32316

# LETTER OF INTEREST

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March 2, 2022

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

via email: [bfearclerk@gmail.com](mailto:bfearclerk@gmail.com)

Ms. Fear:

Thank you for your interest in Municode's codification services. The goal of codification is to create a well-organized and professionally edited Code of Ordinances that is free of internal conflicts and inconsistencies; free of errors in spelling and grammar; formatted in a manner that allows for continued growth and expansion; in conformity with the laws of the State of Michigan and readily accessible to staff and citizens alike. Our staff includes 11 in-house professional codification attorneys who have completed hundreds of recodification and codification projects nationwide.

With over 70 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,100 municipalities throughout the United States and host over 3,800 municipal codes online via our code hosting platform, MunicodeNEXT. We are extremely excited to have recently joined forces with CivicPlus, the nation's premier provider of integrated government technology solutions! CivicPlus shares our vision of strengthening democracy by connecting municipalities with their citizens in new, powerful, and meaningful ways. At the forefront of our development strategy is the integration of Municode's codification services with CivicPlus's website and agenda management solutions.

Our Supplement team includes 14 teams of Legal Editors and Proofreaders who are dedicated to providing the most accurate and timely supplement service possible. Our code hosting platform, MunicodeNEXT, is the nation's most advanced, accessible and intuitive website for government codes – allowing your staff and citizens to have access to your current code and all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

We are excited to offer a flat annual rate for supplementation services. This fixed annual rate will simplify your budget process, empower you to update your code regularly, provide reassurance that there are no hidden fees and allow for a simplified way to explain the entire supplementation process to staff. If you elect the flat annual supplementation rate, then we have also included additional discounted offerings for additional services.

Please contact Legal Account Manager Lafaye Kiely ([lkiely@municode.com](mailto:lkiely@municode.com), 850-692-7118) if you have any questions regarding this proposal!

Sincerely,



Steffanie W. Rasmussen  
Vice President of Client Services  
Phone: 800-262-2633 ext. 1148  
[steff@municode.com](mailto:steff@municode.com)

# EXECUTIVE SUMMARY

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## Codification, Supplementation and Online Hosting

*Logic: Organize your legislation into a logical and comprehensive Code of Ordinances. Engage our full-time attorneys to examine your current body of legislation for legal sufficiency and consistency. Create a Code of Ordinances that is clear, concise and accessible for your staff and citizens. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

- ★ **Codification** ..... **\$7,950<sup>1</sup>**
- Timeline ..... **10-12 months**

The codification base cost of \$7,950 is based on a 250-page, single column 10-point code. Additional format and font options are provided on the following page.

A full-time, Municode attorney will legally review the ordinances, not just a code editor. We will research all legislation against the State Constitution, State Law, and the Charter, and ordinances will be compared to Code content to determine if there are inconsistencies or conflicts within the legislation itself. We will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure. We will also provide State Law references within the code and hyperlinks to internal references within the code. We will provide a legal memorandum containing recommended options and conduct a conference to review the memorandum and recommendations. Our team will edit the text of your code to reflect proper grammar and stylistic consistency; create a subject matter index; create all tables (contents, State Law reference, prior code comparison, and ordinance disposition); and insert graphics into the printed and electronic versions of the code. A draft code will be provided to you for final review prior to printing and shipment.

- ★ **Supplement Service** (annually) ..... **\$1,200**

Municode provides quarterly to annual supplementation services for a fixed annual fee. Upgrade to supplement more frequently for only \$1,500 more per year. See page 4 for more details.

- ★ **Online hosting = MunicodeNEXT!** ..... **\$500<sup>2</sup>**

The online code is only \$500 for our standard service. If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for only \$995 annually!

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<sup>1</sup> Please see page 3 for additional pricing details.

<sup>2</sup> Please see page 5 for additional features and pricing available on our MunicodeNEXT platform.

# CODIFICATION QUOTATION SHEET

**Codification base cost, excludes Zoning** **\$7,950<sup>3</sup>**

- ★ 250 single column 10-point font pages
- ★ Receipt, review and organization of materials
- ★ Legal analysis & research by a full-time, Municode attorney
  - ★ Preparation of legal memorandum by a Municode attorney
- ★ Conference with attorney (make selections below)
- ★ Implementation of approved legal findings
  - ★ Updating State Law references
  - ★ Editorial preparation, proofreading and page formatting
  - ★ Indexing
- ★ Tables<sup>4</sup>, Graphics<sup>5</sup> & tabular matter<sup>6</sup>
- ★ Final proofreading and corrections
- ★ Quality control review and printing
  - ★ 3 printed copies, to include 3-post stamped binders and tabs
- ★ Sample adopting ordinance prepared by a Municode attorney

**Project is based on the font size & pages below – please only select one:**

**Font Size Single Column:**     10-point (250)         11-point (283)         12-Point (313)

**Binder Color:**                     Semi-Bright Black     Dark Blue         Green         Burgundy

**Ink Stamping Color:**

- Gold
- Silver

**Conference Selection:**

- On-site conference, each **Attorney time, travel, lodging and per diem**
- Teleconference or web-based conference, 3-hour session **No charge<sup>7</sup>**

**Optional Services**

- Gender Neutralization of Code **\$250**
- Archival OrdBank, per ordinance **\$10<sup>8</sup>**

**Items not included in base cost**

- ★ Pages over 250 10-point, single column pages per page (or equivalent) **\$26**
- ★ Freight **Actual**
- ★ State sales tax **If applicable**
- ★ Post your code on MunicodeNEXT **See selections on page 5**

**Payments for codification project - *Your project can be budgeted over two fiscal years***

- ★ Execution of Agreement **\$2,780**
- ★ Submission of the Legal Memorandum **\$1,990**
- ★ Submission of Draft Code **\$1,990**
- ★ Delivery **Balance**

<sup>3</sup> Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee. Proofs not returned within 45 days may be subject to a proof update fee, if applicable.

<sup>4</sup> The following tables will be created and are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table or schedule other than those enumerated in this footnote. This includes Traffic and Fee tables or schedules.

<sup>5</sup> Includes printing all copies.

<sup>6</sup> Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

<sup>7</sup> For the initial 3-hour session, then \$150 per hour thereafter.

<sup>8</sup> Post historical ordinances to your online OrdBank repository, filed in annual folders and linked in the Code's history notes. Applicable ordinances to be provided by the municipality.

# SUPPLEMENTATION QUOTATION SHEET

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**Supplement Service (excludes Zoning)<sup>9</sup>** (select the desired schedule).

- Full Service:** \$1,200 annually  
Schedule limited to Annual, Semi-Annual, Tri-Annual or Quarterly supplements.
  - Electronic supplements not available under the standard model
  - If the client elects to upgrade to the Plus model during the annual term, the annual rate will be pro-rated
- UPGRADE to Full Service Schedule Plus:** increase annual fee by \$1,500  
Schedule can be increased to Monthly, on demand or monthly electronic supplementation.

**Annual rate above includes:**

- ★ Annual fee includes the supplementation of legislation permanent and general in nature. Omitted legislation is not included in annual fee.
- ★ Acknowledgement of material
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index
- ★ Updating online code upon completion of each supplement
- ★ Printing<sup>10</sup> 3 copies per “print” schedule elected
- ★ Freight for supplements
- ★ Images, Graphics & tabular matter.

**Annual rate above excludes:**

- ★ Additional copies, reprints, binders and tab orders
- ★ Legal work, creation of fee schedules, gender neutral review/implementation, external linking
- ★ Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material.
- ★ Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt.
- ★ Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt.
- ★ The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request.
- ★ Online Code hosting and online features, see the following page.

**Additional elections will be added to the annual Supplement Service fee:**

- |   |                |
|---|----------------|
| <input type="checkbox"/> Code in WORD (DOCX) (sent via email download)            | \$200 annually |
| <input type="checkbox"/> Adobe PDF of the complete code (sent via email download) | \$200 annually |
| <input type="checkbox"/> Adobe PDF of each supplement (sent via email download)   | \$200 annually |
| <input type="checkbox"/> State Law Linking  | \$350 annually |
| ○ Initial one-time set up fee at \$75/hour  |                |

**Invoices for Supplements will be submitted annually.**

**Additional services added throughout the term will be pro-rated then added to the annual fee.**

**The annual billing month will be established 90 days after shipment of the codification project.**

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<sup>9</sup> All services under this contract can be increased annually by 5% starting year 3 of service. Sales tax will be applied where applicable.

<sup>10</sup> Color printing and an increase in the desired number of supplement hard copies will result in an increase in the annual fee.

# ONLINE CODE HOSTING QUOTATION SHEET (MunicodeNEXT)

Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of nearly 3,800 codes on MunicodeNEXT [here](#). Please check the appropriate box (es) to indicate your selection:

## STANDARD ONLINE CODE HOSTING

- Online Code = MunicodeNEXT**, annually **\$500**  
Mobile friendly site. Full functionality and optimal screen resolution on all devices. In-line images & scrolling tables & charts. Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail. Print or Save as formatted WORD (DOCX). Google Translate supports over 90 languages. Social Media/Email. Share links to sections via email, Facebook, Twitter, etc. Post public notes, external links or documents within the contents of your online Code to keep your citizens informed of current issues pertinent to specific sections of your Code.

## OPTIONAL SERVICES

- CodeBank** annually **\$150**  
Permanent online collection of previous versions of the code.
- CodeBank Compare + eNotify**<sup>11</sup> annually **\$250**  
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- OrdBank** annually **\$200**  
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only.
- OrdBank + OrdLink** annually **\$350**  
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended.
- MuniPRO** Service annually (*sample Ordinance Service*) **\$295**  
Search nearly 4,000 codes/ordinances in our online library. Attach notes to codes and drafts of new legislation.
- Custom Banner** one-time fee **\$250**  
Customize MunicodeNEXT to match the look of your website.
- MuniDocs**<sup>12</sup> annually, upgraded self-loading capabilities **\$350**<sup>13</sup>  
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

## My Municode - Value Pricing!

- MyMunicode** annually. **\$995**<sup>14</sup>  
**Includes MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify, MuniPRO, and Custom Banner**
- Add **OrdLink** to the MyMunicode bundle for only **\$150** annually!

<sup>11</sup> Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

<sup>12</sup> Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at [municodeords@civicplus.com](mailto:municodeords@civicplus.com).

<sup>13</sup> Includes up to 25GB data storage. Quote for additional document storage is available upon request.

<sup>14</sup> Total value if each item were to be purchased a la carte would be approximately \$1,395 per year with participation in our OrdBank service.

## SCOPE OF SERVICES

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During the codification process, the attorney assigned to your project will organize and examine all ordinances and code related material in order to produce a Code of Ordinances that is free from conflicts and inconsistencies and conforms to the laws of the State of Michigan. Your Municode attorney will be available to consult with you and your staff at any time during the codification process. This personal dialogue ensures that your code will accurately reflect the intent of your ordinances and the unique needs of your community. The complete process is outlined below.

**Ordinances.** All legislation of a general and permanent nature, passed in final form by you, as set forth in this proposal, will be included in the code. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you. Notations can be added in the code to reference legislation adopted by reference, if elected.

**Attorney Analysis and Review of Material.** Your Municode attorney, along with his/her team of legal editors, proofreaders and indexers will be assigned to this project. Our legal team will research all legislation submitted by you to ensure conformity with state statutes and to determine if there are any inconsistencies or conflicts within the legislation itself. We will suggest a structure and organization for the code and provide a Table of Contents indicating the recommended structure.

**Page Format Options.** We will work with you to determine the desired formatting and style of the new code, and will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

**References.** We will provide State Law References within the code. Editorial notes will be provided as appropriate. Internal cross references within the code will be hyperlinked in the online version.

**Legal Memorandum.** We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommendations to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter (if applicable). This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible.

**Conference.** Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

**Editing and Proofreading.** Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

**Index, Graphics and Tables.** Our team will create a hierarchical, subject matter Index (if elected) and all tables (contents, State Law Reference, ordinance disposition, etc.) for your code as necessitated by the materials provided. We will insert the graphics you have provided into the printed and electronic versions of the code.

**Post Conference Code Draft.** After editing and proofreading, a post-conference Code Draft incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you for final review prior to printing and shipping. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. After the code draft is provided additional material can be added to the project for an additional charge.

**Adopting Ordinance.** Our attorney will provide an adopting ordinance upon completion of the codification.

**Printing and Binding.** We will print your new code on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. These copies will be housed in heavy duty, 3-post leatherette binders (with 4 color choices), name-stamped on the front and spine of each binder. Divider tabs for each major section of the code and index (if elected) will also be provided.

The time frame for completion of the codification project is within **12 months**, excepting any delays occasioned by your submission of the material or return of the draft Code. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the Code is adopted and published. To ensure a successful project completion, it's important that a conference is held to discuss the findings of the Legal Memorandum within 30 days of its receipt, and that the subsequent Code Draft we provide be returned within 45 days with any revisions noted. If the Code draft is not returned within 45 days, additional update fees may apply.

Your participation in the Scope of Services for Codification & Publication of the code is anticipated to be as follows:

#### Codification and Publication

- ★ Provide all ordinances and code material, preferably in WORD format;
- ★ Provide images, graphics and tabular matter, preferably in original format;
- ★ Be available to answer any questions from the Municode Attorney conducting the project;
- ★ Attend the conference to discuss the findings of the Legal Memorandum;
- ★ Work with the Municode Attorney to resolve the findings of the Legal Memorandum;
- ★ Work with Municode to determine the desired formatting and style of the new code;
- ★ Return the draft code to Municode with any revisions noted;
- ★ Adopt the newly codified code.

### Supplementation Services<sup>15</sup>

Municode's supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. Supplements will be provided on the schedule based on the annual supplement fee elected. If more frequent supplementation is desired, an increase in the annual fee will be applied.

We pride ourselves on a turnaround time of **40 to 45 days for printed supplements** and can provide "always up to date" **electronic update services within 15 days**. With printed supplementation, the online Code is updated within **3 days** after shipping the supplement, and there is no additional fee for this service. A recent analysis of our printed supplement services indicated an editorial error rate of less than .1%, which is made possible by our attention to detail, ongoing communication with our clients, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to Municode during the preparation, printing and maintenance of the Code will be corrected at no cost. The printed supplement process is outlined as follows:

#### Supplementation Process:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service is elected (advance legislation service), the legislation will be posted online within 48 hours as a PDF under "Adopted Legislation not yet codified" at this time.
2. Editorial Review – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your Code; where the ordinance should be placed; whether the ordinance conflicts with your existing Code format; what material should be removed from your existing Code; whether history notes will be added; what tables will be updated and whether the Table of Contents in the front of the Code and at the Chapter/Title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. No substantive changes to your legislation will be made by our editorial team, however minor

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<sup>15</sup> Rush Supplement requests will be assessed an additional one-time fee.

typographical errors will be corrected as part of the supplement process. Should the editorial, legal and/or proofreading team find discrepancies in your ordinances, we will communicate with you to ensure that the ordinances are correct and consistent with the existing Code.

3. Indexing – If an Index is elected, your supplement will now be sent to our indexing team, where all new legislation is indexed and cross-referenced in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, Code hierarchy and layout and to confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again line by line to ensure that the improvements made by the editorial team were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – After your supplement has been completed, your online Code will be updated within 1 to 3 days and any electronic products requested will be provided. You will receive notification that the website has been updated via email. If CodeBank Compare + eNotify service is elected, citizens will be notified each time the online Code is updated. When your Code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, insert divider tabs (if elected) and ship your supplement to you quarterly unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet:* With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.



### Online Code Hosting (MunicodeNEXT)

Our code hosting platform, MunicodeNEXT (<https://library.municode.com>) was created and is continuously enhanced and improved by our in-house team of Internet Technology professionals. MunicodeNEXT includes Standard and Premium features (see **Attachment A**), all of which are designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. Our newest free online feature, *Public Notes*, will enable you to add external links within the contents of your online Code (such as links to Zoning maps, Fee Schedules, Council Meetings, the Clerk’s office, etc.) or to post public notes or documents in the online Code to inform your citizens about current issues pertinent to specific sections of your Code.

MunicodeNEXT is extremely user-friendly and requires no special training or login information. A variety of video tutorials are offered, and we can host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new Code goes “live” online. Our MuniDocs feature enables you to upload related documents online alongside the Code in fully searchable format. Electronic viewing statistics are available upon request on the schedule of your choice. Our MuniPro feature provides the ability to search over 3,800 online Codes in our library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

Our powerful search engine allows users to enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the

code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

With MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. With delivery available in Word, PDF or Folio format, the Code can be viewed and researched offline.

The User Interface and all HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the MunicodeNEXT platform, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our MunicodeNEXT platform, it will remain compliant while stored in our system. For each PDF document that is uploaded to our platform, we OCR scanned PDFs; set document title, primary language, and other PDF metadata fields; and automatically create a base level of tags to be used by screen readers.

Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host MunicodeNEXT in Microsoft's Azure Government secure cloud environment and guarantee an SLA of 99.95% uptime. SSL encryption is used by default to secure access to the site and the entire platform is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

## **MunicodeNEXT Premium Feature Summary (See Attachment A for screenshots and full details)**

We recommend our bundled feature option, MyMunicode for the most transparent and feature rich code possible. MyMunicode includes annual online hosting and maintenance service with CodeBank, CodeBank Compare + eNotify, OrdBank, MuniPro and a custom online code banner to match the City's logo or website. Our MuniPRO feature allows you to search nearly 3,800 codes in the Municode library for sample ordinances, save frequently used or complex searches, create notes to attach to any publication and draft and edit new ordinances internally. Constituents and staff can search the Code by keywords or phrases, and print or email at the section, article and chapter level of the online Code. Our newest free online feature, *Public Notes*, will enable you to add external links within the contents of your online Code (such as links to Zoning maps, Fee Schedules, Council Meetings, the Clerk's office, etc.) or to post public notes or documents in the online Code to inform your citizens about current issues pertinent to specific sections of your Code. A summary of our Premium features is provided below.

- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A "modified," "removed" or "added" badge is shown within the online table of contents to alert users of recently amended sections of your code.

- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders. Applies to included (amendatory) ordinances.
- ★ **OrdLink** will create highlights within your online code to help users identify what amendatory ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniPRO** allows you to search nearly 4,000 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
- ★ **MuniDocs** has recently been upgraded to allow clients to upload a wide variety of .rtf, .doc, .docx, and .pdf documents to browse and search alongside the code. Uploading is as simple as dragging and dropping the document from your computer into the upload dialog box on the improved administrator dashboard, where previously uploaded documents can also be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more. These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately.

## SIGNATURE PAGE

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This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and Cohoctah Township, Michigan. Municode shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Cohoctah Township, Michigan understands that Municode is a wholly owned subsidiary of CivicPlus, LLC ("Parent Entity"). At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to the Parent Entity, upon giving written notice to the Township. In the event of such assignment by Municode, the Parent Entity shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

**Term of Agreement.** This Agreement shall begin upon execution of this Agreement and continue for a period of three (3) years. Thereafter, the supplement service shall be automatically renewed from year to year provided that either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

**MUNICODE, LLC**

Municode Officer: \_\_\_\_\_

Title: W. Eric Grant, President

Date: March 2, 2022

Accepted by:

**COHOCTAH TOWNSHIP, MICHIGAN**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

Municode and our parent company, CivicPlus, offer a wide variety of services, all of which have been designed to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

### CivicClerk: Meeting and Agenda Management (Ideally suited for municipalities over 15,000 population)

**CivicClerk®** is a fast, intuitive way to streamline the entire agenda management process—from creating agenda items to managing live meetings and creating post-meeting follow-up tasks. It provides time-saving automation while allowing clerks to balance such convenience with manual controls and overrides. In addition, internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools. CivicClerk was designed to offer configuration flexibility so the system can be scaled from the simplest agenda process to the most complex. In addition, built-in integrations and a full suite of APIs make integrating with other internal applications easy.

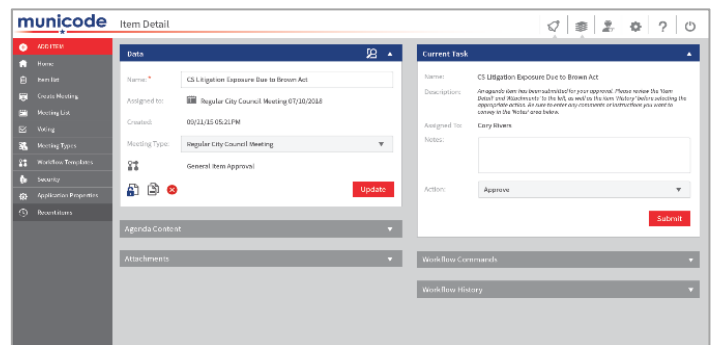


[Request CivicClerk Demo/Proposal](#)

### MunicodeMeetings: Meeting and Agenda Management (Ideally suited for municipalities under 15,000 population)

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

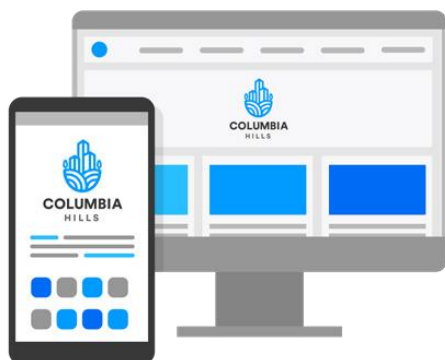
Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!



Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our “single click publishing” will provide you with automatic agenda and packet creations.

[Request MunicodeMEETINGS Demo/Proposal](#)

**CivicEngage® Central** is an easy-to-use suite of citizen engagement tools. Modules including Agenda Center, Alert Center, Calendar, News Flash, Forms Center, and others enable local governments to communicate with their citizens without the need of technical knowledge or programming skills through its drag-and-drop user interface. CivicEngage Central combines the best of responsive design, tools, accessibility, secure hosting, and reliable continuing services to provide you with a website environment to keep your citizens informed and engaged.



**CivicEngage® Open** uses the Drupal open source platform for easily configurable and manageable website design to provide an easy to maintain and responsive website. Ideal for Towns, Villages, Townships, Municipal Departments (Police/Fire/Library) and Special Districts, CivicEngage Open is both secure and easy for content editors to manage and update. In a matter of only a few months, you can present your citizens with an inviting and easy to navigate website that enables them to stay engaged and informed on whatever device they prefer.

**CivicEngage® Evolve** is a headless content management system developed specifically for local government with innovative functionality and extensive flexibility to streamline your processes. CivicEngage Evolve has a suite of built-in, robust, and customizable tools as well as permission-based access that will empower your staff to update and configure your website content easily and efficiently. It is easy for non-technical content creators to use, thanks to its live edit functionality, yet capable of limitless customizations and integrations for teams with technical resources. The flexible features, API integrations, and build-once display does not restrict content based on output structure or format.

[Request WEB Demo/Proposal](#)

**CivicRec®** provides parks and recreation software to centralize all your activity, facility, staffing, and point-of-sale needs. The cloud-based nature of CivicRec means staff can manage their operations from anywhere—and on any device. Our interface is both clean and easy-to-use so that you can present a modern face to the public. Use the built-in tools to create and manage programs and activities, set up and reserve facilities, issue tickets, sell concessions or merchandise, and collect payments. Integrated calendars prohibit double bookings and allow for easy view of your facilities and programs. And with advanced access, you can control and customize reports, you can optimize revenue potential.

[Request Demo/Proposal](#)

**CivicReady®** is a multi-channel communication solution that allows you to reach your citizens and visitors, no matter where they are in the community. CivicReady allows you to alert citizens within seconds with actionable information using a single interface, saving you time and amplifying your reach. Departments within your local government can also collaborate using CivicReady's real-time, two-way group messaging. CivicReady also integrates with the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS), enabling you to reach as many people as possible, including citizens and visitors who have not opted-in to text, phone, or email communications.

[Request Demo/Proposal](#)

**CivicHR®** is our cloud-based software that automates job postings, improves talent selection, simplifies employee onboarding, and promotes employee engagement with continuous performance feedback. This easy-to-use, comprehensive, and integrated solution allows human resource managers to simplify and streamline the continuum of personnel needs as individuals move from job seeker to new hire to employee. CivicHR integrates and organizes data, automates job postings, collects applications, simplifies employee onboarding, and manages performance. Secure cloud-based storage with redundant backups and full encryption ensures security and proper access to your critical data.

[Request Demo/Proposal](#)

**SeeClickFix** powered by CivicPlus is a cloud-based, GIS-enabled, 311 and citizen relationship management solution designed with built-in citizen engagement functionality. SeeClickFix has the tools to manage the tasks and communications needed to get the job done for field workers and administrative staff. With our request management features, you can seamlessly collect, manage, and route requests through custom workflows tailored to your processes with easy-to-use web forms and mobile apps. Integrations and APIs make it easy to connect SeeClickFix to the systems you already use. Further, our Conversations module is a multi-channel communication tool to improve and simplify citizen and local government engagement.



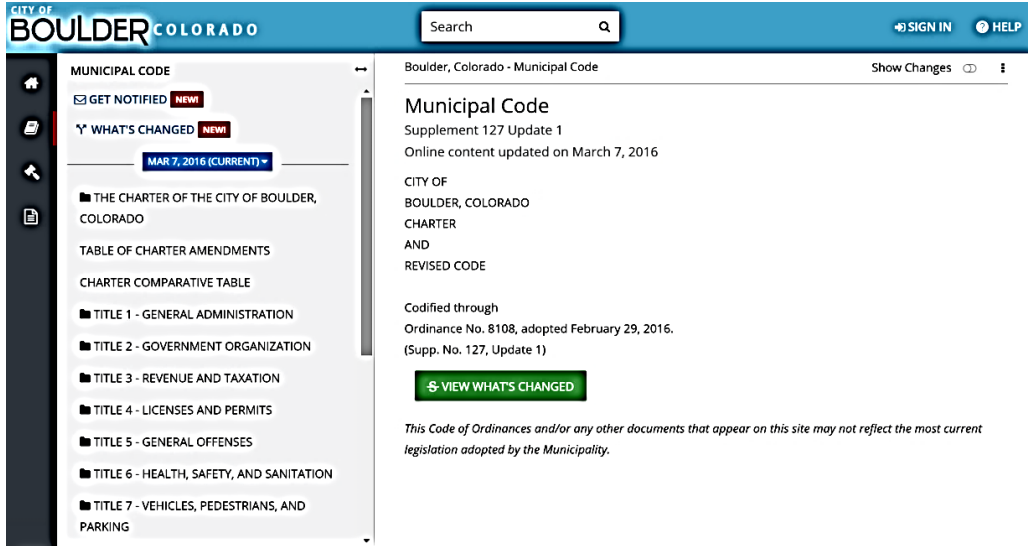
[Request Demo/Proposal](#)

**CivicOptimize®** is a digital optimization platform that allows local governments to scale technology solutions and quickly digitize paper and in-person workflows. This scalable software is a suite of deployment-ready apps, forms, and integrated systems, the foundation of which is CivicOptimize Productivity, a low-code development solution. Productivity streamlines integrated municipal teams' ability to create custom digital solutions to meet their community's unique government service delivery needs. Low-code development environments allow for collaboration between nontechnical department leaders and programmers to develop solutions that meet business needs. With Productivity, teams can create efficiency-centric applications, including digital forms, hosted cloud infrastructure, IoT connectivity, and performance monitoring capabilities.

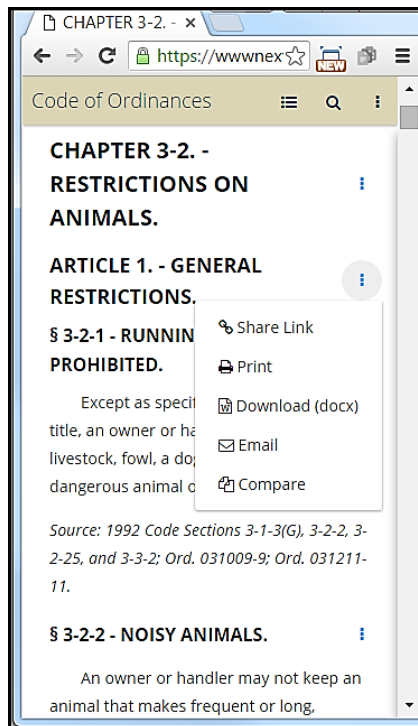
[Request Demo/Proposal](#)

# Attachment A: Standard Features of MunicodeNEXT

**Responsive Design** – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



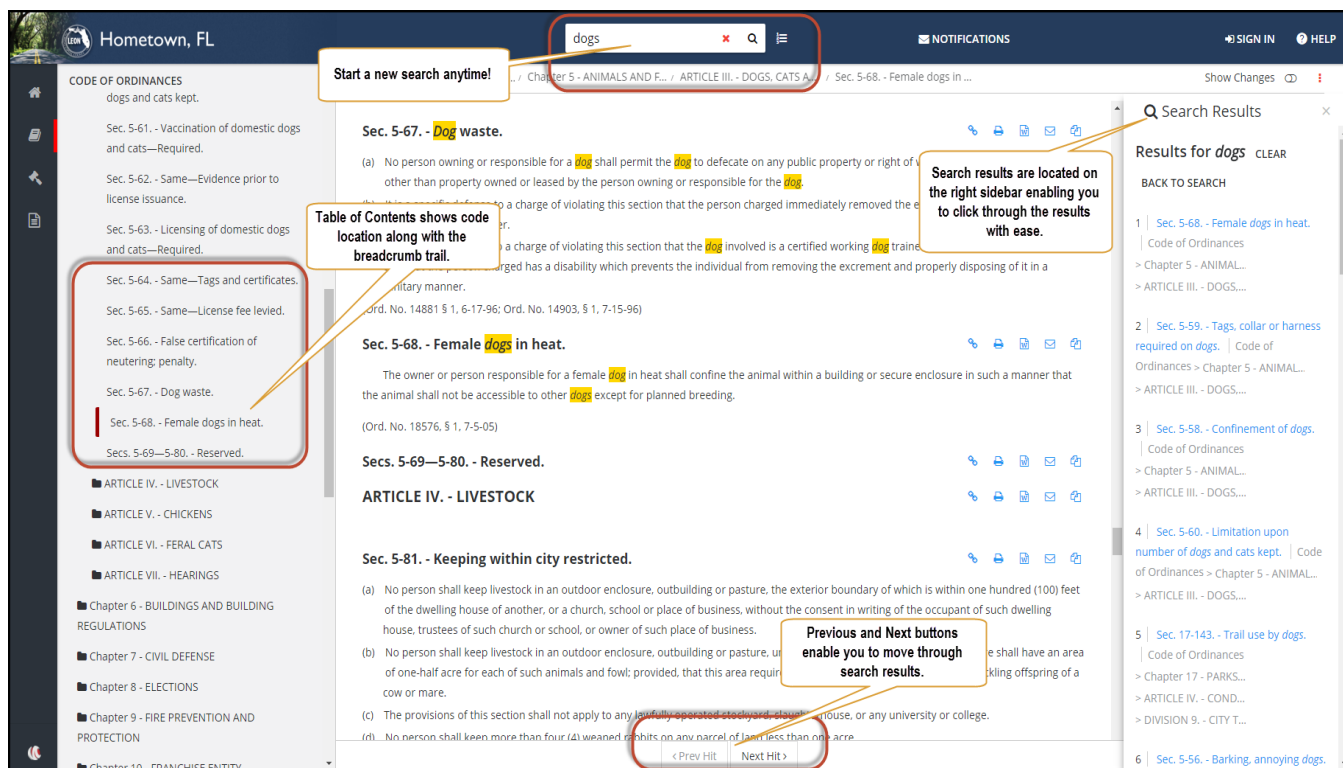
**Mobile and Tablet friendly** – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



# Standard Features of MunicodeNEXT

**Print/Save/Email** – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

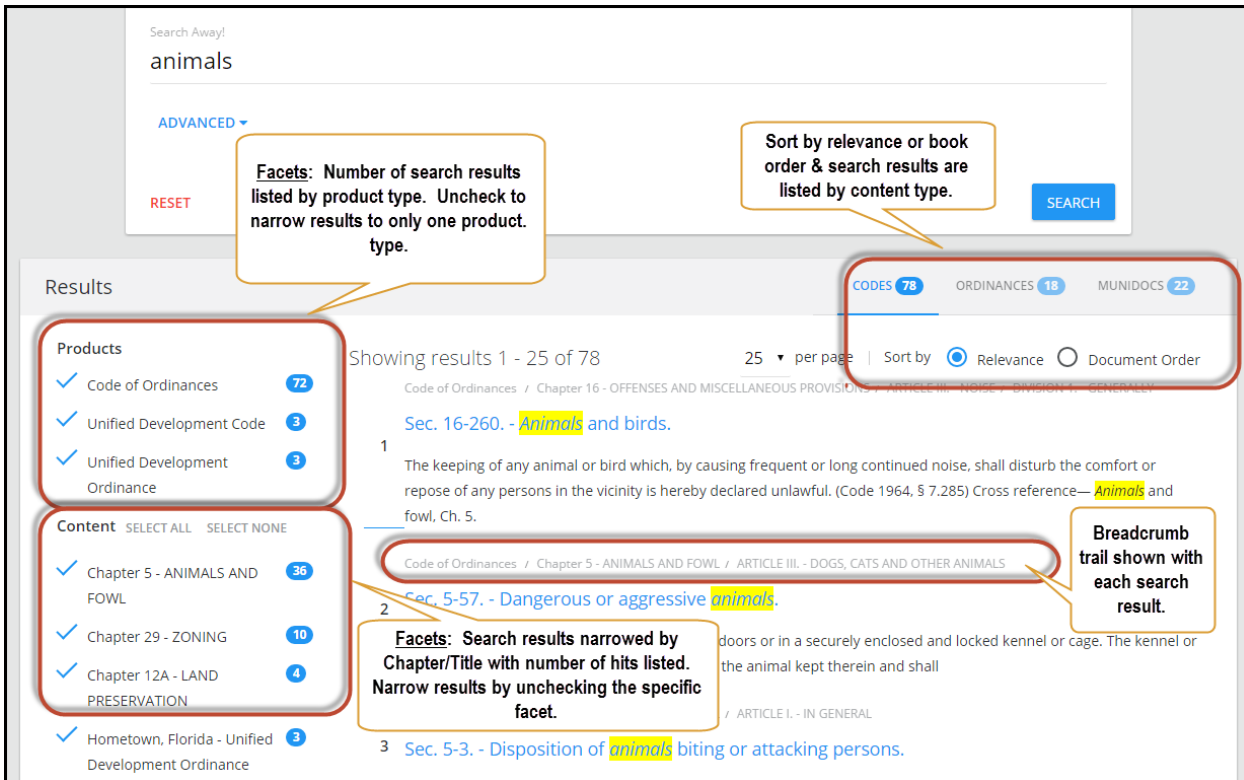
**Searching** – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



## Municode Search Components:

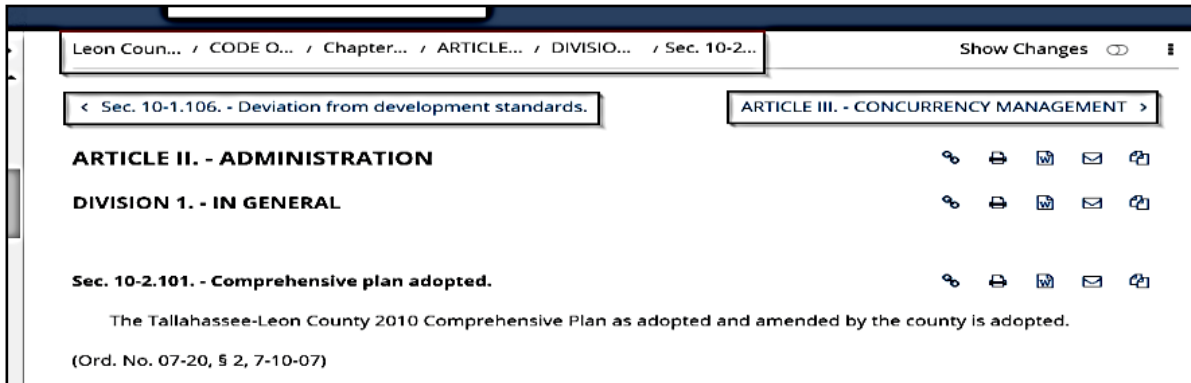
- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser’s bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.

# Standard Features of MunicodeNEXT



**Search enhancements provided with our latest website upgrade include (see screenshot above):**

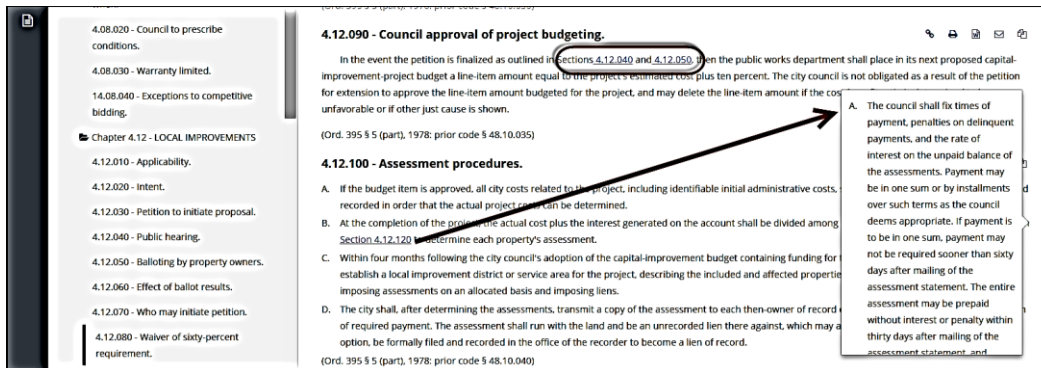
**Browsing** – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

# Standard Features of MunicodeNEXT

(Cross-reference linking and mouseover shown below)



**Translation** – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

**Social Media Sharing** – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

**Static Linking** – Copy links of any section, chapter or title to share via email or social media.

**Scrolling Tables and Charts** – Headers stay fixed while you scroll through the table/chart.

**GIS** – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

**In-line Images & PDFs** – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

**Public Notes** - One of our newest additions to MunicodeNEXT is the ability to post public notes or documents within the online Code to inform your citizens about current issues pertinent to any specific section of your Code.

**Website Accessibility** – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.1.

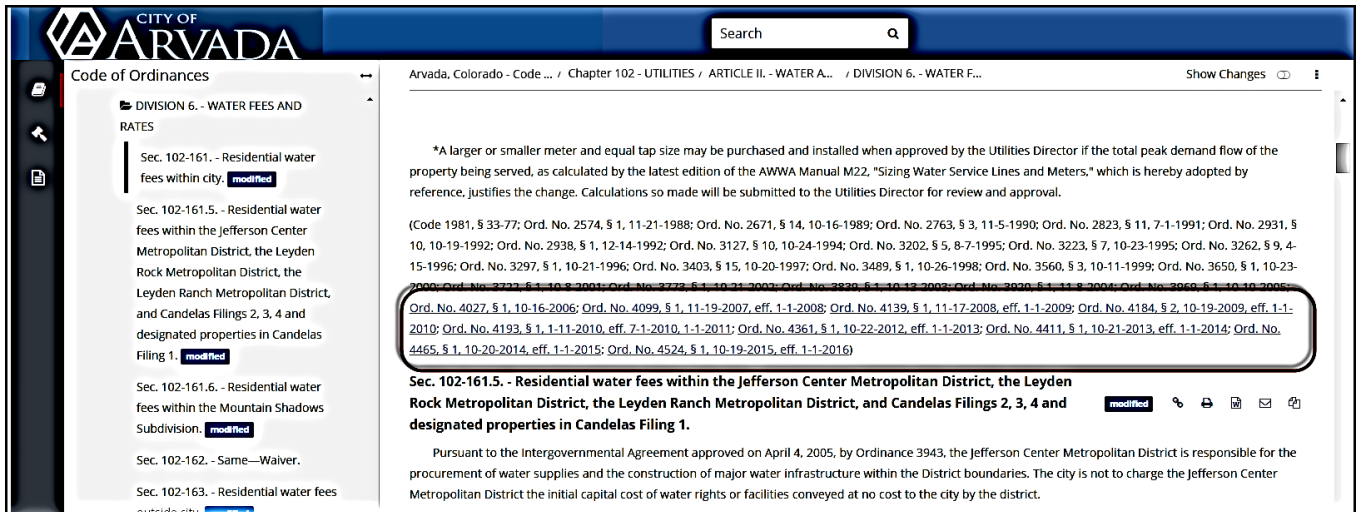
**Support** – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

# Premium Features of MunicodeNEXT

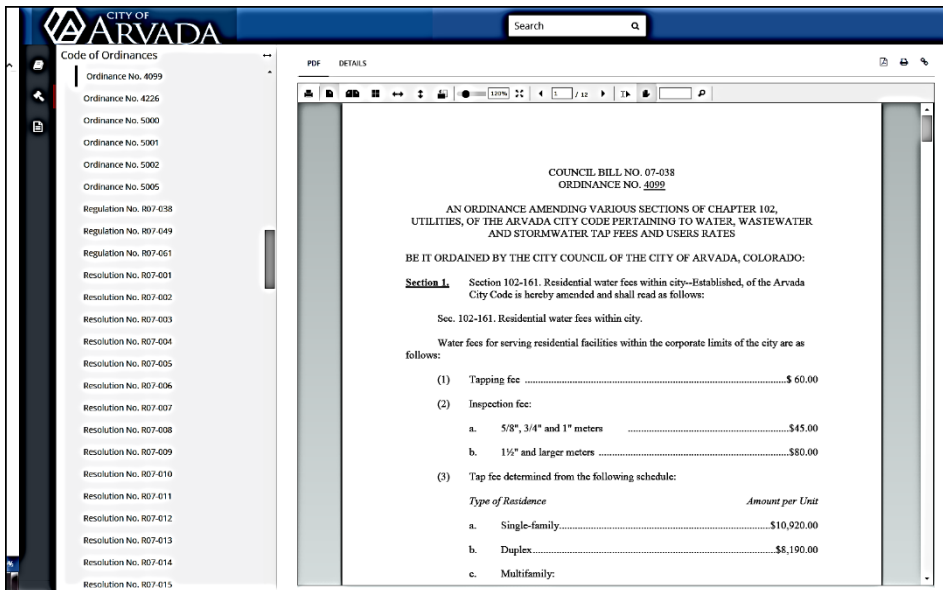
**Custom Banner.** We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

**OrdBank.** With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

*Hyperlinked ordinance in text*



*(One-Click access to the original ordinance in the OrdBank Repository)*



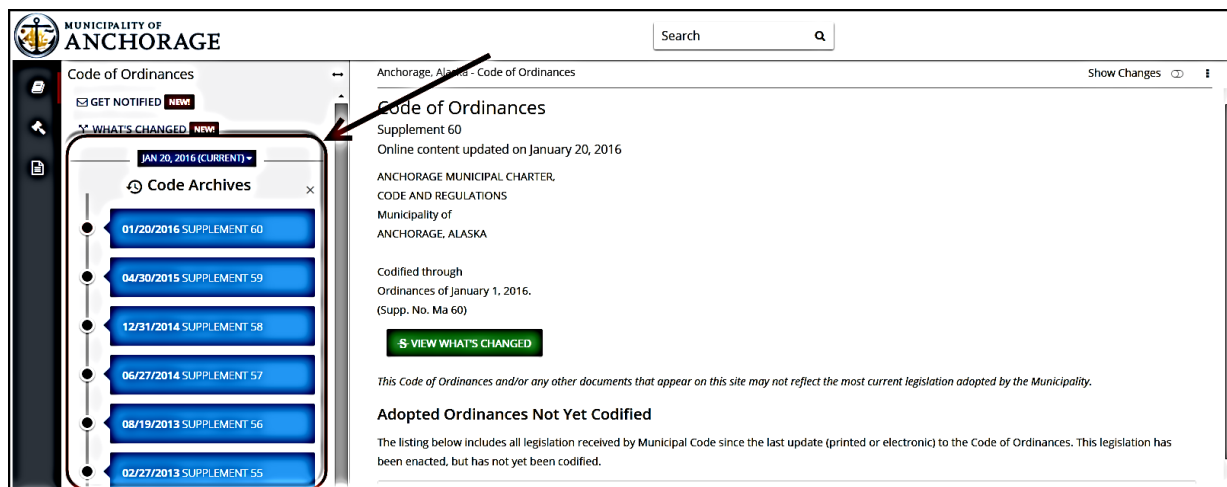
# Premium Features of MunicodeNEXT

**OrdLink + OrdBank.** Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



**CodeBank.** Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



**CodeBank Compare.** Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update. **eNotify.** Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated.

# Premium Features of MunicodeNEXT

This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

*(Changes are shown in your Text Changes Tab and in your Table of Contents)*

The screenshot shows the Municipality of Anchorage website interface. On the left is a navigation menu for 'Code of Ordinances' with various sub-sections. The main content area displays a list of legislative items, with several items highlighted in yellow to indicate changes. A 'Show Changes' button is visible in the top right corner of the content area. On the right side, there is a 'SUPPLEMENT HISTORY TABLE' with a 'modified' status indicator.

*(Show changes button and a custom banner are shown below)*

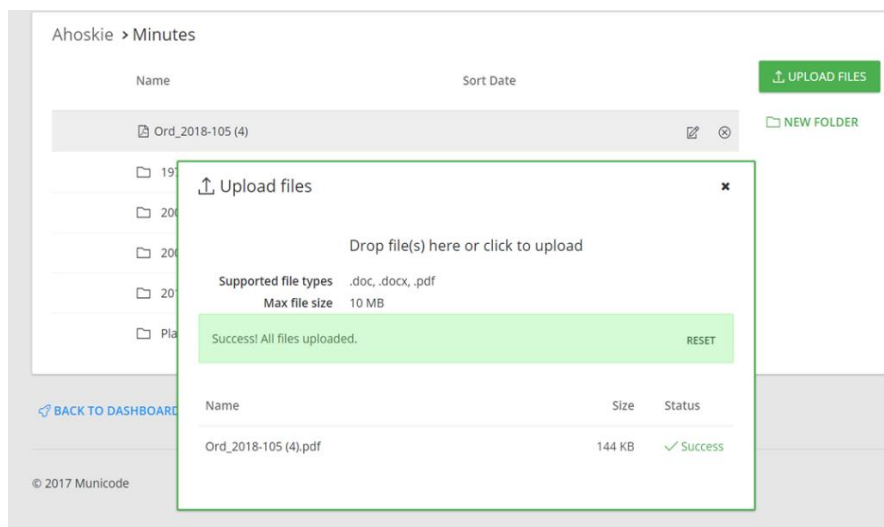
The screenshot shows the City of Bonita Springs website interface. On the left is a navigation menu for 'Code of Ordinances' with a 'GET NOTIFIED' button and a 'WHAT'S CHANGED' section. The main content area displays the 'Code of Ordinances Supplement 2' and includes a 'Show Changes' button in the top right corner. A green 'VIEW WHAT'S CHANGED' button is highlighted in the main content area.

# Premium Features of MunicodeNEXT

**MuniDocs.** MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

Name
Minutes
Agendas
Budgets
Resolutions
Applications
Forms
Policies
Manuals
Misc. Documents

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.



# Premium Features of MunicodeNEXT

**MuniPRO.** MuniPRO Searching allows you to search the over 3,800 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.

The screenshot displays the MuniPRO search results page for the keyword "animals". The search bar at the top contains the text "animals" and includes "ADVANCED" and "RESET" options. A "SEARCH" button is located to the right. Below the search bar, the results are categorized by "CODES: 129183", "ORDINANCES: 6190", and "MUNIDOCs: 288". A "Showing results 1 - 25 of 129183" indicator is present, along with a "25 per page" dropdown and "Sort by" options for "Relevance" and "Document Order".

The results are organized into a "Classification" sidebar on the left, which includes filters for City (27091), County (22399), Town (19618), Village (5588), Township (18228), Parish (1288), Consolidated Government (542), Borough (425), Tribe (181), and Charter Township (64). Below this, a "Pop Range" sidebar lists filters for Pop 5 (26821), Pop 4 (19282), Pop 6 (18479), Pop 3 (14426), and Pop 7 (12206).

The main results area shows four entries:

1. 90504.13 - **Animals**. Imperial County, California - Code of Ordinances / Title 9 - LAND USE CODE / Division 5 - ZONING AREAS ESTABLISHED / Chapter 4 - R-3 (HIGH DENSITY RESIDENTIAL ZONES). The keeping of **animals** other than domestic **animals** in the R-3 zone is strictly prohibited. (Prior code § 90504.13)
2. 14.28.350 - **Animals**. Liberty, Montana - Code of Ordinances / Title 14 - BUILDINGS AND CONSTRUCTION / Chapter 14.28 - TRAILERS AND TRAILER PARKS. Dogs or other **animals** shall meet the requirements of the chapters of this code pertaining to **animals**. (Ord. 611 § 26, 1966)
3. 23.08.020 - **Animals**. Huron, South Dakota - Code of Ordinances / Title 23 - ZONING / Chapter 23.08 - RULES AND DEFINITIONS. "Domestic **animals**" means fish, dogs, cats, birds, rabbits and similar **animal**. "Nondomestic **animals**" means cattle, hogs, horses, bees, sheep, mink, goats, chickens, doves, pigeons, and other commonly known farm **animals**. (Ord. 985, 1971).
4. 90503.13 - **Animals**. Imperial County, California - Code of Ordinances / Title 9 - LAND USE CODE / Division 5 - ZONING AREAS ESTABLISHED / Chapter 3 - R-2 (MEDIUM DENSITY ZONES). The keeping of **animals** except for domesticated **animal** is strictly prohibited. (Prior code § 90503.13) (Ord. No. 1487, 55 17-18, 7-2-13)