



COHOCTAH TOWNSHIP BOARD MEETING

December 09, 2021 at 8:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 618-7404, or mail: 3530 Gannon Rd, Howell, MI 48855.

AGENDA

CALL TO ORDER

AGENDA APPROVAL

- [1.](#) Special Meeting Minutes 11-22-2021

CONSENT AGENDA

- [2.](#) Minutes 11-11-2021
- [3.](#) Treasurer's Report
- [4.](#) Expenditures

CALL TO THE PUBLIC

UNFINISHED BUSINESS

5. ARPA Funds
- [6.](#) Dollar General Proposal Discussion

Road Commission

Howell Fire Authority

Hall

Cemetery

Parks and Recreation

NEW BUSINESS

- [7.](#) Civil Infractions Ordinance Discussion
- [8.](#) 2022 Meeting Schedule
- [9.](#) 2022 Poverty Exemption Guidelines and Procedures
- [10.](#) Assessing Contract Renewal

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

Planning Commission

Violations and Complaints

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - January 13, 2022

ADJOURN

November 22, 2021
Special Meeting Minutes

The special meeting of the Cohoctah Township Board was called to order at 12:02 pm. with a pledge to the flag. Present: Fosdick, Bock, Torigian, Fear, Charette.

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

Motion by Torigian, support by Charette to adopt the Resolution to Authorize Cohoctah Township to apply for a Michigan Township Participating Plan Risk Reduction Grant to install security cameras at the Township Hall in the amount of \$1418.37. Vote: Ayes: Fosdick, Fear, Bock, Charette, Torigian. Nays: None.

Call to the Public- None

Motion by Torigian, support by Charette to adjourn the meeting at 12:04 pm. Motion carried 5 Ayes, 0 Nays.

Respectfully submitted,

Barb Fear
Cohoctah Township Clerk



COHOCTAH TOWNSHIP BOARD MEETING

November 11, 2021 at 8:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 618-7404, or mail: 3530 Gannon Rd, Howell, MI 48855.

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, Mark Torigian, ZA Fred Buckner, Park Manager Larry Flanary and 4 citizens.

AGENDA APPROVAL

Motion made by Torigian, Seconded by Bock to approve the agenda as presented.

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

CONSENT AGENDA

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

1. Minutes 10-14-2021
2. Treasurer's Report
3. Expenditures

CALL TO THE PUBLIC

None

UNFINISHED BUSINESS

4. Auditor Contract

Motion made by Fear, Seconded by Torigian to approve the Auditing Contract for a 1 year period. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Road Commission

No report.

Howell Fire Authority

No report.

Hall

The new security cameras have been installed.

Cemetery

No report.

Parks and Recreation

Report given.

NEW BUSINESS

5. Fowlerville Schools Tax Collection Agreement

Motion made by Charette, Seconded by Torigian to approve the Fowlerville Schools Tax Collection Agreement. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

6. LESA Summer Tax Collection Agreement

Motion made by Charette, Seconded by Torigian to approve the LESA Summer Tax Collection Agreement. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

7. Dollar General Proposal

The proposal was reviewed and tabled until the December meeting. The public will be invited for input.

REPORTS - WRITTEN REPORTS SUBMITTED**Zoning Board of Appeals**

No report.

Planning Commission

Report given.

Violations and Complaints

8. 03-2020 1985 Gannon Rd, 04-2020 1850 Gannon Rd, 06-2020 4007 Bruff Rd, 02-2021 1212 Faussett Rd.

Report given.

CALL TO THE PUBLIC

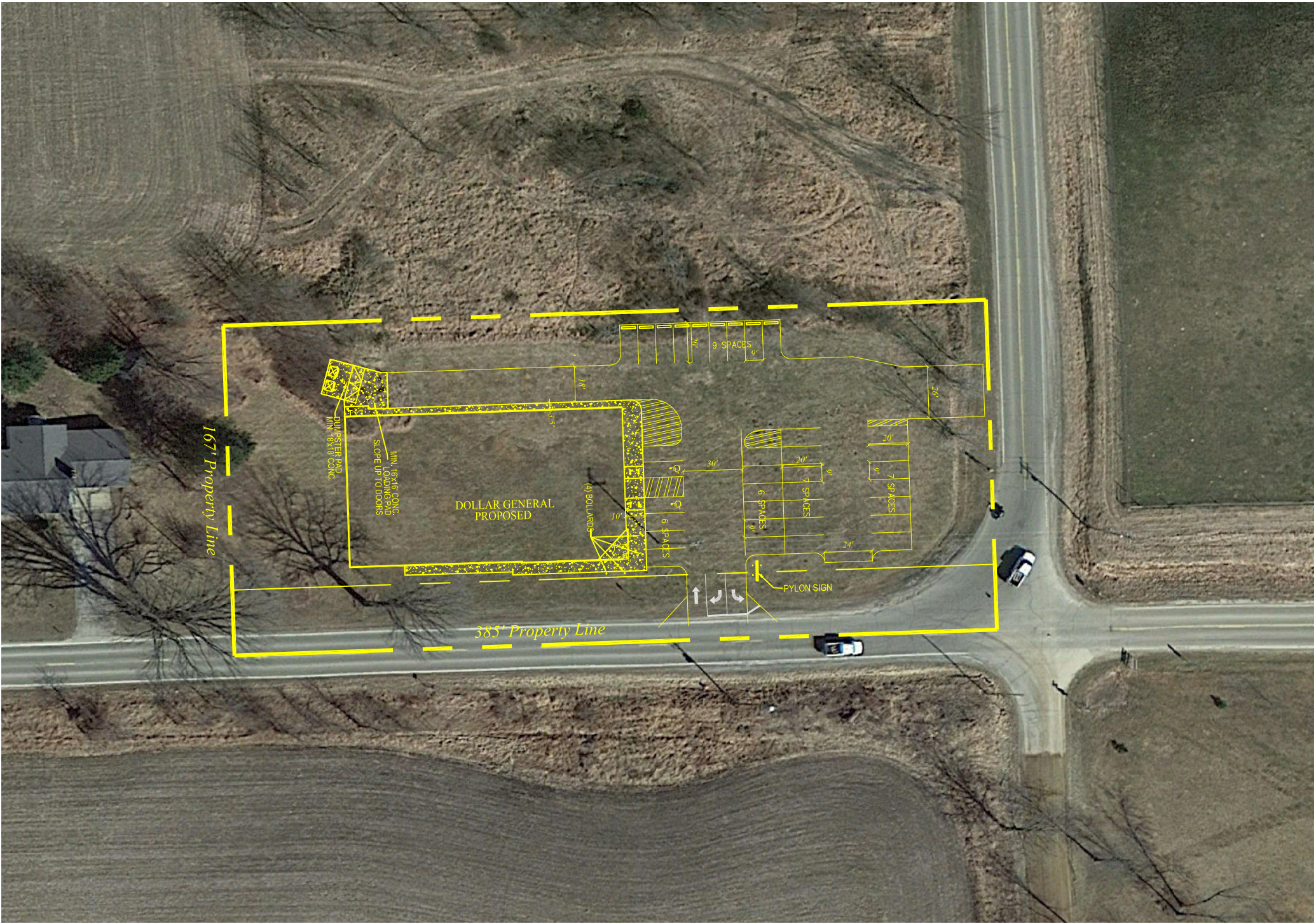
None.

NEXT REGULAR MEETING DATE - DECEMBER 9, 2021**ADJOURN**

There being no further business, the meeting was adjourned at 8:36PM.

TAMI BOCK			
COHOCTAH TOWNSHIP TREASURER			
6153 BYRON ROAD			
HOWELL MI 48855			
517-546-2510			
			Nov 2021
RECEIPTS			
	FRANCHISE FEES		\$ 29.14
	LAND USE		\$ 285.00
	INTEREST		\$ 16.21
	TRASH PICK UP		\$ 495.00
	METAL LARGE ITEM		\$ 693.75
	CEM DONATION		\$ 5,000.00
	ARPA FUNDS		\$ 174,849.00
	REV SHARING		\$ 60,758.00
	RECEIPTS TOTAL		\$ 242,126.10
	CASH ACCOUNT ENDING BALANCE		\$ 881,603.28
	FLAGSTAR CD		\$ 111,912.38
	PNC BANK CD		\$ 114,199.51
	HUNTINGTON CD		\$ 109,214.19
	GENERAL FUND BALANCE		\$ 1,216,929.36
	TRUST AND AGENCY BALANCE		\$ 9,550.00
	CAPITAL IMPROVEMENT FUND		\$ 219,914.31
	ROAD FUND ENDING BALANCE		\$ 1,408.58

EXPENDITURES - DECEMBER 2021		
ASSESSOR		\$ 3,050.00
AT&T		\$ 661.13
SURF BROADBAND		\$ 44.95
HIDDEN LAKE WIRELESS		\$ 45.00
GRANGER		\$ 7,545.00
CONSUMERS		\$ 471.63
LIVINGSTON COUNTY PRESS		\$ 280.00
COOPER & RIESTERER PLC		\$ 2,422.50
COHOCTAH TOWNSHIP		\$ 665.78
MAMC		\$ 120.00
CHASE BANK		\$ 1,683.16
ALL TRAFFIC SOLUTIONS		\$ 4,800.00
CYBERMIND		\$ 29.95
DEBORD FENCE		\$ 2,250.00
MARKUS FARM		\$ 300.00
THE GROUNDS CREW		\$ 400.00
B FEAR		\$ 113.51
D BURDEN		\$ 61.60
T BOCK		\$ 21.28
M FOSDICK		\$ 53.33
SUB TOTAL		\$ 25,018.82
A BERG		\$ 88.10
T BOCK		\$ 1,855.01
D BURDEN		\$ 75.99
F BUCKNER		\$ 650.15
C DAMON		\$ 35.24
F HEIL		\$ 36.94
M FOSDICK		\$ 1,484.85
D GRAHAM		\$ 45.95
B FEAR		\$ 1,535.59
T LITZ		\$ 440.23
C WOLVERTON		\$ 195.00
NATIONWIDE		\$ 177.13
W/H		\$ 1,259.86
BENEPAY		\$ 255.44
SUB TOTAL		\$ 8,047.38
TOTAL GENERAL FND		\$ 33,066.20
		\$ -
ROAD FUND		\$ -
TOTAL EXPENDITURES		\$ 33,066.20



167' Property Line

DUMPSTER PAD
MIN. 18x8 CONC.
MIN. 18x48' CONC.
LOADING PAD
SLOPE UP TO DOORS

DOLLAR GENERAL
PROPOSED

(4) BOLLARDS

6 SPACES

6 SPACES

7 SPACES

6 SPACES

7 SPACES

9 SPACES

385' Property Line

PYLON SIGN

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COHOCTAH TOWNSHIP

3530 Gannon Road

Howell, MI. 48855

(517) 546-0655

December 1, 2021

Dear Cohoctah Township Resident:

The Cohoctah Township Board of Trustees are writing to let you know that Dollar General is interested in purchasing the property the township holds on the corner of Cohoctah Road and Oak Grove Road (heading to Byron). There has been a fair market offer made that is subject to negotiation by the Board. Because it is in the settlement zoning district a commercial use is possible. A map is attached showing the initial layout of the store.

We want to hear from you about the proposed project before we go further in the sale process. No agreement has been entered into by the Township Board. The proposal is exploratory and will be discussed at the next township board meeting on December 9, 2021 at 8:00 p.m. at the township hall. If you are unable to attend, please write or call the township office to let us know if this would be a good location for Dollar General and township residents.

Again, no contract or commitment has been entered into by the township board.

Sincerely,

Cohoctah Township Board of Trustees

COOPER RIESTERER PLC

Catherine A. Riesterer
cathy@crlaw.biz

Abby H. Cooper
abby@crlaw.biz

Jamie K. Stewart
jamie@crlaw.biz

Jennifer L. Gross
jennifer@crlaw.biz

Scott H. Brock
scott@crlaw.biz

Eric E. Maul
eric@crlaw.biz

December 2, 2021

Via Email

Cohoctah Township Board of Trustees
c/o Mark Fosdick, Supervisor
3530 Gannon Rd
Howell, MI 48855

Re: Municipal Civil Infractions Ordinance, Ordinance Enforcement Officer Ordinance, and Dangerous Building Ordinance

Dear Board Members:

For your review and consideration, I am providing a draft Municipal Civil Infractions Ordinance to allow the Township to address ordinance violations through the issuance of municipal citations tickets and prosecution of civil infractions in Livingston County District Court when applicable. I have not yet been able to communicate with the Court Administrator for Livingston County as that position is currently under transition. We will coordinate with this office the format of the ticket and any fee schedule that may already be set by the court.

I'm also including an ordinance that establishes the Zoning Administrator as the Ordinance Enforcement Officer, which will allow that position more expansive authority to take action against both zoning and general law ordinances.

Finally, I've drafted an ordinance that addresses dangerous buildings in the Township. This ordinance allows the Township to clean up and demolish if necessary dangerous and unkept buildings. The benefit of this ordinance is that, based on the particular statutory authority, in certain instances, the Township can add whatever costs it incurs to remedy the dangerous condition onto the property's tax bill ensuring the Township will get reimbursed at some point. The Township can do this with or without court oversight. Without this particular approach, any costs incurred by the Township would only be chargeable against the owner with a judgment or judgment lien, which can be discharged in bankruptcy or wiped out in a foreclosure.

Please let me know any changes or comments you have. If you would like me to attend any future meetings to discuss, I am available after your December meeting.

Very truly yours,



Abby H. Cooper, Esq.

COHOCTAH TOWNSHIP MUNICIPAL CIVIL INFRACTIONS ORDINANCE

COHOCTAH TOWNSHIP LIVINGSTON COUNTY, MICHIGAN Ordinance No. 22

An ordinance providing for municipal civil infractions of township ordinances and penalties pursuant thereto; establishing procedures relating thereto; authorization of which township officials can issue civil infraction tickets and appearance tickets; penalties; and procedures relating to such matters.

THE TOWNSHIP OF COHOCTAH, LIVINGSTON COUNTY, MICHIGAN, ORDAINS:

Section 1. Title

This Ordinance shall be known as the “Cohoctah Township Municipal, Civil Infractions Ordinance.”

Section 2: Definitions

As used in this Chapter:

- “Act” means Act No. 236 of the Public Acts of 1961, as amended; MCL 600.8701 *et seq.*, as amended.
- “Authorized township official” means a township official or other personnel or agent of the township authorized by this Ordinance or any ordinance to issue municipal civil infraction citations.
- “Municipal civil infraction” means a civil infraction involving a violation of an ordinance of Cohoctah Township and pursuant to Section 113 of the Act.
- “Municipal civil infraction action” means a civil action in which the defendant is alleged to be responsible for a municipal civil infraction.
- “Municipal civil infraction citation” means a written complaint or notice prepared by an authorized township official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.
- “Township” means Cohoctah Township.

Section 3: Municipal Civil Infraction Action; Commencement

A municipal civil infraction action may be commenced upon the issuance by an authorized township official of a municipal civil infraction citation directing the alleged violator to appear in court.

Section 4: Municipal Civil Infraction Citations; Issuance and Service

Municipal civil infraction citations shall be issued and served by authorized township officials as follows:

- (a) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued.
- (b) The place for appearance specified in a citation shall be the District Court that has jurisdiction over Cohoctah Township.
- (c) Each citation shall be numbered consecutively and shall be in a form approved by the state court administrator. The original citation shall be filed with the District Court. Copies of the citation shall be retained by the township and issued to the alleged violator as provided by Section 8705 of the Act.
- (d) A citation for a municipal civil infraction signed by an authorized township official shall be treated as made under oath if the violation alleged in the citation occurred in the presence of the official signing the complaint and if the citation contains the following statement immediately above the date and signature to the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief."
- (e) An authorized township official who witnesses a person commit a municipal civil infraction shall prepare and subscribe, as soon as possible and as completely as possible, an original and required copies of a citation.
- (f) An authorized township official may issue a citation to a person if:
 - (i) Based upon investigation, the official has reasonable cause to believe the person is responsible for a municipal civil infraction; or
 - (ii) Based upon investigation of a complaint by someone who allegedly witnessed the person commit a municipal civil infraction, the official has reasonable cause to believe the person is responsible for an infraction and if the township attorney approves in writing the issuance of the citation.
- (g) Municipal civil infraction citations shall be served by an authorized township official as follows:
 - (i) Except as otherwise provided below, an authorized township official shall personally serve a copy of the citation upon the alleged violator.
 - (ii) If the municipal civil infraction action involves the use or occupancy of land, a building or other structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an

owner or occupant of the land, building or structure by posting a copy on the land or attaching the copy to the building or structure. In addition, a copy of the citation shall be sent by first class mail to the owner of the land, building, or structure at the owner's last known address.

Section 5: Municipal Civil Infraction Citations; Contents

- (a) A municipal ordinance citation shall contain the name and address of the alleged violator, the municipal civil infraction alleged, the place where the alleged violator shall appear in court, the telephone number of the court, and the time at or by which the appearance shall be made.
- (b) Further, the citation shall inform the alleged violator that he or she may do one of the following:
 - (i) Admit responsibility for the municipal civil infraction by mail, in person, or by representation, at or by the time specified for appearance.
 - (ii) Admit responsibility for the municipal civil infraction "with explanation" by mail by the time specified for appearance or, in person, or by representation.
 - (iii) Deny responsibility for the municipal civil infraction by doing either of the following:
 - (A) Appearing in person for an informal hearing before a judge or district court magistrate, without the opportunity of being represented by an attorney, unless a formal hearing before a judge is requested by the township.
 - (B) Appearing in court for a formal hearing before a judge, with the opportunity of being represented by an attorney.
- (c) The citation shall also inform the alleged violator of all of the following:
 - (i) That if the alleged violator desires to admit responsibility "with explanation" in person or by representation, the alleged violator must apply to the court in person, by mail, by telephone, or by representation within the time specified for appearance and obtain a scheduled date and time for an appearance.
 - (ii) That if the alleged violator desires to deny responsibility, the alleged violator must apply to the court in person, by mail, by telephone, or by representation within the time specified for appearance and obtain a scheduled date and time to appear for a hearing, unless a hearing date is specified on the citation.

- (iii) That a hearing shall be an informal hearing unless a formal hearing is requested by the alleged violator or the township.
 - (iv) That at an informal hearing the alleged violator must appear in person before a judge or district court magistrate, without the opportunity of being represented by an attorney.
 - (v) That at a formal hearing the alleged violator must appear in person before a judge with the opportunity of being represented by an attorney.
- (d) The citation shall contain a notice in boldfaced type that the failure of the alleged violator to appear within the time specified in the citation or at the time scheduled for a hearing or appearance is a misdemeanor and will result in entry of a default judgment against the alleged violator on the municipal civil infraction.

Section 6: General Penalties and Sanctions for Violations of Township Ordinances; Continuing Violations; Injunctive Relief

- (a) The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by the ordinances involved, plus any costs, damages, expenses and other sanctions, as authorized under Chapter 87 of the Act, as amended, and other applicable laws.
 - (i) Unless otherwise specifically provided for a particular municipal civil infraction violation by an ordinance (or if the ordinance involved is silent, as set by the Township Board by resolution), the civil fine for a municipal civil infraction violation shall be not less than \$100.00, plus costs and other sanctions, for each infraction.
 - (ii) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of an ordinance. As used in this Ordinance, “repeat offense” means a second (or any subsequent) municipal civil infraction violation of the same requirement or ordinance (i) committed by a person within any twelve (12) month period (unless some other period is specifically provided by an Ordinance) and (ii) for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by an ordinance for a particular municipal civil infraction violation, the increased fine for a repeat offense shall be as follows:
 - (A) The fine for any offense which is a first repeat offense shall be not less than \$100, plus costs.
 - (B) The fine for any offense which is a second repeat offense, or any subsequent repeat offense, shall be not less than \$200, plus costs.

- (b) A “violation” includes any act which is prohibited or made or declared to be unlawful or an offense by an ordinance, and any omission or failure to act where the act is required by an ordinance.
- (c) Each day on which any violation of an ordinance continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.
- (d) In addition to any remedies available at law, the Township may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of any Township ordinance.

Section 7: Authorized Persons-Civil Infractions Tickets

Unless prohibited by state law or unless otherwise provided by specific provisions of a particular Cohoctah Township ordinance to the contrary, the following officials are hereby designated as the authorized Township officials to issue and serve municipal civil infraction citations for violations of Township ordinances which provide for a municipal civil infraction for a violation thereof:

- Township Ordinance Enforcement Officer
- Township Zoning Administrator
- Township Supervisor
- Livingston County Sheriff and all other Deputy County Sheriffs

Section 8: Nonpayment and Lien

- (a) Pursuant to the Act, if a defendant in a municipal civil infraction action brought for a violation involving the use or occupation of land or a building or other structure does not pay a civil fine, costs, civil sanctions, damages, expenses and/or an installment within 30 days after the date on which payment is due, the township may obtain a lien against the land, building, or structure involved in the violation by recording a copy of the court order or judgment requiring payment of the fine and costs with the county register of deeds. A legal description of the property must be incorporated in or attached to the court order or judgment for recording. The lien is effective immediately upon recording of the court order or judgment with the county register of deeds.
- (b) The court order or judgment recorded with the county register of deeds shall constitute notice of the pendency of the lien. In addition, a written notice of the lien shall be sent by a township official by first class mail to the owner of record of the land, building, or structure at the owner's last known address.
- (c) The lien for the civil fine, costs, civil sanctions, damages, expenses and/or an installment shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, Public Act No. 206 of 1893 (MCL 211.1 et seq.), as amended.

- (d) The township may institute an action in a court of competent jurisdiction for the collection of the civil fine, costs, civil sanctions, damages, expenses and/or an installment imposed by a court order or judgment for a municipal civil infraction. However, an attempt by the township to collect the civil fine, costs, civil sanctions, damages, expenses and/or an installment by any process does not invalidate or waive the lien upon the land, building, or structure.

Section 9: Applicability of the Act

If this Ordinance is silent as to given procedural requirements or in any way conflicts with the Act, the Act shall govern.

Section 10: Severability

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 11: Effective Date

This Ordinance shall become effective thirty days after publication in a newspaper in general circulation within Cohoctah Township.

CERTIFICATION

I hereby declare the above is a true copy of an ordinance adopted by the Cohoctah Township Board at a meeting held on _____, 2021, at the Cohoctah Township Hall, pursuant to the required statutory procedures.

Respectfully submitted,

Barb Fear, Cohoctah Township Clerk

ORDINANCE TO ESTABLISH ORDINANCE ENFORCEMENT OFFICER

COHOCTAH TOWNSHIP LIVINGSTON COUNTY, MICHIGAN Ordinance No. 21

An ordinance to promote the enforcement of Cohoctah Township, Livingston County, Michigan, ordinances in the interest of the health, safety and welfare of the residents, property, and other persons within Cohoctah Township through the designation of an Ordinance Enforcement Officer; to establish provisions for an alternate Enforcement Officer in the absence of, or where the Enforcement Officer has an interest in or conflict with a potential enforcement issue.

SECTION 1 – ESTABLISHMENT OF ORDINANCE ENFORCEMENT OFFICER

There is hereby established the office of Ordinance Enforcement Officer with the Township of Cohoctah, Livingston County, Michigan.

SECTION 2 - PURPOSE.

This Ordinance is adopted pursuant to the authority granted the Township Board to enforce the Township Ordinances under the Michigan Township Ordinances Act, Act 246 of 1945, MCL 41.181 §1(1).

The purpose of this Ordinance is to designate an Ordinance Enforcement Officer to enforce Township Ordinances governing the health, safety and welfare of the residents, property, and other persons within Cohoctah Township, and to repeal all ordinances and parts of ordinances in conflict with the provisions hereinafter following.

SECTION 3 - APPOINTMENT OF ORDINANCE ENFORCEMENT OFFICER

The Township Zoning Administrator shall serve as the Ordinance Enforcement Officer. Should the Township Zoning Administrator be unable to temporarily fulfill his obligations as Ordinance Enforcement Officer or have a direct interest or conflict with a potential enforcement issue, the Township Board may appoint, at its discretion and upon resolution, any person or persons to serve as a temporary Ordinance Enforcement Officer limited to the period of time wherein the Zoning Administrator is temporarily unavailable or until the ordinance issue wherein the Zoning Administrator has an interest or conflict is resolved.

SECTION 4 - DUTIES

The Ordinance Enforcement Officer is authorized to enforce all Ordinances of Cohoctah Township, whether currently or hereafter enacted, and whether such ordinances specifically designate a different official to enforce the same or do not designate any particular enforcing officer. This authority shall be in addition to the authority and duties assigned to the Zoning Administrator in accordance with any other Cohoctah Township Ordinance.

The Ordinance Enforcement Officer, in performing his or her duties, may utilize the Michigan State Police or any of its troopers, the Livingston County Sheriff or any of his or her deputies and any other police officer of any law enforcement agency that contracts with the Township to provide law enforcement services.

SECTION 5 – AUTHORITY OF ORDINANCE ENFORCEMENT OFFICER

The Ordinance Enforcement Officer has the authority to investigate potential and actual ordinance violations within the Township, to issue and serve warning letters, notice of municipal civil infraction citations and municipal civil infraction violations, appear in court or other judicial proceedings to assist in the prosecution of ordinance violators, and such other ordinance enforcement duties as may be delegated by the Cohoctah Township Board, its Supervisor, or Township Attorney subject to the provisions of Michigan law and other ordinances.

SECTION 6 - SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable and if any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by any judicial determination or statutory or constitutional provision, it shall not affect the remainder of such Ordinance which shall continue in full force and effect.

SECTION 7 - EFFECTIVE DATE

This Ordinance shall take effect thirty days after publication.

CERTIFICATION

I hereby declare that the above is a true copy of an ordinance adopted by the Cohoctah Township Board at a meeting held on _____ at the Cohoctah Township Hall, pursuant to the required statutory procedures.

Respectfully submitted,

Barbara Fear, Cohoctah Township Clerk

COHOCTAH TOWNSHIP DANGEROUS BUILDING ORDINANCE

COHOCTAH TOWNSHIP LIVINGSTON COUNTY, MICHIGAN Ordinance No. 23

An ordinance to promote the health, safety and welfare of the people of Cohoctah Township, Livingston County, Michigan, by regulating the maintenance and safety of certain buildings and structures; to define the classes of buildings and structures affected by the ordinance; to establish administrative requirements and prescribe procedures for the maintenance or demolition of certain buildings and structures; to establish remedies, provide for enforcement, and fix penalties for the violation of this ordinance; and to repeal all ordinances or parts of ordinances in conflict therewith.

THE TOWNSHIP OF COHOCTAH, COUNTY OF LIVINGSTON, MICHIGAN ORDAINS:

Section 1: Title

This ordinance shall be known and cited as the Cohoctah Township Dangerous Building Ordinance.

Section 2: Definition of Terms

As used in this ordinance, including in this section, the following words and terms shall have the meanings stated herein.

A. "Dangerous building" means any building or structure, residential or otherwise, that has one or more of the following defects or is in one or more of the following conditions:

1. A door, aisle, passageway, stairway or other means of exit that does not conform to the Township Building Code or the Fire Code enforced by the State of Michigan, Livingston County, or the Township.
2. A portion of the building or structure is damaged by fire, wind, flood, deterioration, neglect, abandonment, vandalism, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the damage and does not meet the minimum requirements of the Housing Law of Michigan (Housing Law), 1917 PA 167, MCL 125.401 et seq., as amended, or Township Building Code for a new building or structure, purpose or location.
3. A part of the building or structure is likely to fall, become detached or dislodged, or collapse, and injure persons or damage property.
4. A portion of the building or structure has settled to an extent that walls or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Housing Law, 1917 PA 167, MCL 125.401 et seq., or the Township Building Code.
5. The building or structure, or a part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.

6. The building or structure, or a part of the building or structure, is manifestly unsafe for the purpose for which it is used.

7. The building or structure is damaged by fire, wind or flood, is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.

8. A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or for other reasons, is unsanitary or unfit for human habitation, is in a condition that the Township or Livingston County determines is likely to cause sickness or disease, or is likely to injure the health, safety or general welfare of people living in the dwelling.

9. A building or structure is vacant, dilapidated and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

B. "Enforcing Agency" means the Ordinance Enforcement Officer for the Township, or other person designated by the Township Board to enforce this ordinance.

C. "Township Building Code" means the building code administered and enforced in the Township pursuant to the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501, et seq., as amended, which may include the Code adopted and enforced by Livingston County or the State of Michigan.

Section 3: Prohibition of Dangerous Buildings

It shall be unlawful for any owner or agent thereof to keep or maintain any building or part thereof which is a dangerous building as defined in this ordinance.

Section 4: Notice of Dangerous Building; Hearing

A. Notice Requirement. Notwithstanding any other provision of this ordinance, if a building or structure is found to be a dangerous building, the enforcing agency shall issue a notice that the building or structure is a dangerous building.

B. Parties Entitled to Notice. The notice shall be served on each owner of or party in interest in the building or structure in whose name the property appears on the last local tax assessment records of the Township.

C. Contents of Notice. The notice shall specify the time and place of a hearing on whether the building or structure is a dangerous building and state that the person to whom the notice is directed shall have the opportunity at the hearing to show cause why the Hearing Officer should not order the building or structure to be demolished, otherwise made safe, or properly maintained.

D. Service of Notice. The notice shall be in writing and shall be served upon the person to whom the notice is directed either personally or by certified mail, return receipt requested, addressed to the owner or party in interest at the address shown on the tax records. If a notice is served upon a person by certified mail, a copy of the notice shall also be posted upon a conspicuous part of the building or structure. The notice shall be served upon the owner or party in interest at least 10 days before the date of the hearing included in the notice.

Section 5: Dangerous Building Hearing Officer; Duties; Hearing; Order

A. Appointment of Hearing Officer. The Hearing Officer shall be appointed by the Township Supervisor to serve at the Supervisor's pleasure. The Hearing Officer shall be a person who has expertise in housing matters, including, but not limited to, an engineer, architect, building contractor, building inspector, or member of a community housing organization. A Township employee shall not be appointed as a Hearing Officer.

B. Filing Dangerous Building Notice with Hearing Officer. The Enforcing Agency shall file a copy of the notice of the dangerous condition of any building with the Hearing Officer.

C. Hearing Testimony and Decision. At a hearing prescribed by this ordinance, the Hearing Officer shall take testimony of the Enforcing Agency, the owner of the property, and any interested party. Not more than five days after completion of the hearing, the Hearing Officer shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained.

D. Compliance with Hearing Officer Order. If the Hearing Officer determines that the building or structure should be demolished, otherwise made safe, or properly maintained, the Hearing Officer shall enter an order that specifies what action the owner, agent, or lessee shall take and sets a date by which the owner, agent or lessee shall comply with the order.

E. Noncompliance with Hearing Officer Order/Request to Enforce Order. If the owner, agent or lessee fails to appear or neglects or refuses to comply with the order issued under Section 5(D) of this ordinance, the Hearing Officer shall file a report of the findings and a copy of the order with the Township Board not more than five days after the date for compliance set in the order and request that necessary action be taken to enforce the order. A copy of the findings and order of the Hearing Officer shall be served on the owner, agent or lessee in the manner prescribed in Section 4(D) of this ordinance.

Section 6: Enforcement Hearing Before the Township Board

The Township Board shall fix a date not less than 30 days after the hearing prescribed in Section 5(C) of this ordinance for a hearing on the findings and order of the Hearing Officer and shall give notice to the owner, agent or lessee in the manner prescribed in Section 4(D) of this ordinance of the time and place of the hearing. At the hearing, the owner, agent, or lessee shall be given the opportunity to show cause why the order should not be enforced. The Township Board shall either approve, disapprove or modify the order. If the Township Board approves or modifies the order, the Township Board shall take all necessary action to enforce the order. If the order is approved or modified, the owner, agent, or lessee shall comply with the order within 60 days after the date of the hearing under this section. In the case of an order of demolition, if the Township Board determines that the building or structure has been substantially destroyed by fire, wind, flood, deterioration, neglect, abandonment, vandalism, or other cause, and the cost of repair of the building or structure will be greater than the state equalized value of the building or structure, the owner, agent or lessee shall comply with the order of demolition within 21 days after the date of the hearing under this section. If the estimated cost of repair exceeds the state equalized value of the building or structure to be repaired, a rebuttable presumption that the building or structure requires immediate demolition exists.

Section 7: Implementation and Enforcement of Remedies

A. Implementation of Order by Township. In the event of the failure or refusal of the owner or party in interest to comply with the decision of the Township Board, the Township Board may, in its discretion, contract for the demolition, making safe or maintaining the exterior of the building or structure or grounds adjoining the building or structure.

B. Reimbursement of Costs. The costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, incurred by the Township to bring the property into conformance with this ordinance shall be reimbursed to the Township by the owner or party in interest in whose name the property appears. The costs of demolition includes, but is not limited to, fees paid to hearing officers, costs of title searches or commitments used to determine the parties in interest, recording fees for notices and liens filed with the Livingston County Register of Deeds, demolition and dumping charges, court reporter attendance fees, costs of the collection of the charges authorized under the Housing Law, 1917 PA 167, MCL 125.401, et seq., court costs, and actual attorney fees.

C. Notice of Costs. The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the Township assessor of the amount of the costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, by first class mail at the address shown on the Township records.

D. Lien for Unpaid Costs. If the owner or party in interest fails to pay the costs within 30 days after mailing by the assessor of the notice of the amount of the cost, in the case of a single family dwelling or a two-family dwelling, the Township shall have a lien for the costs incurred by the Township to bring the property into conformance with this ordinance. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. A lien provided for in this subsection does not have priority over previously filed or recorded liens and encumbrances. The lien for the costs shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, 1893 PA 206, MCL 211.1, et seq., as amended.

E. Court Judgment for Unpaid Costs. In addition to other remedies under this ordinance, the Township may bring an action against the owner of the building or structure for the full costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. In the case of a single-family dwelling or a two-family dwelling, the township shall have a lien on the property for the amount of a judgment obtained under this subsection. The lien provided for in this subsection shall not take effect until notice of the lien is filed and recorded as provided for by law. The lien does not have priority over prior filed or recorded liens and encumbrances.

F. Enforcement of Judgment. A judgment in an action brought pursuant to Section 7(E) of this ordinance may be enforced against assets of the owner other than the building or structure.

G. Lien for Judgment Amount. In the case of a single-family dwelling or a two-family dwelling the Township shall have a lien for the amount of a judgment obtained pursuant to Section 7(E) of this ordinance against the owner's interest in all real property located in this state that is owned in whole or in part by the owner of the building or structure against which the judgment is obtained. A lien provided for in this subsection does not take effect until notice of the lien is filed or recorded as provided by law, and the lien does not have priority over prior filed or recorded liens and encumbrances.

Section 8: Sanction for Nonconformance with Order

Any person or other entity who fails or refuses to comply with an order approved or modified by the Township Board under Section 6 of this ordinance within the time prescribed by that Section is responsible for a municipal civil infraction as defined by Michigan law and subject to a civil fine of not more than \$500.00, plus costs, which may include all direct or indirect expenses to which the

Township has been put in connection with the violation. A violator of this ordinance shall also be subject to such additional sanctions, remedies, and judicial orders as are authorized under Michigan law, and may be prosecuted according to the policies and procedures of the Cohoctah Township Municipal Civil Infractions Ordinance. Each day a violation of this ordinance continues to exist constitutes a separate violation.

Section 9: Appeal of Township Board Decision

An owner aggrieved by any final decision or order of the Township Board may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days from the date of the decision.

Section 10: Severability

The provisions of this ordinance are hereby declared to be severable and if any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by any court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

Section 11: Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided that this ordinance shall not be construed to repeal expressly or by implication any provision of the Township Building Code.

Section 12: Effective Date

This ordinance shall take effect 30 days after publication.

CERTIFICATION

I hereby declare the above is a true copy of an ordinance adopted by the Cohoctah Township Board at a meeting held on _____, 2021, at the Cohoctah Township Hall, pursuant to the required statutory procedures.

Respectfully submitted,

Barb Fear, Cohoctah Township Clerk

Regular Meeting Schedule of Cohoctah Township Board Meetings

The Cohoctah Township Board will meet on the second Thursday of each month.

All meetings will begin at 8pm and will take place at the Cohoctah Township Hall, 10518 N Antcliff Rd, Fowlerville, MI 48836.

Thursday January 13, 2022
Thursday February 10, 2022
Thursday March 10, 2022
Thursday April 14, 2022
Thursday May 12, 2022
Thursday June 9, 2022
Thursday July 14, 2022
Thursday August 11, 2022
Thursday September 8, 2022
Thursday October 13, 2022
Thursday November 10, 2022
Thursday December 8, 2022

Changes to these dates or the location will be posted on the website and at the offices of Cohoctah Township.

2022 RESOLUTION FOR POVERTY EXEMPTION

WHEREAS, the adoption of guidelines for poverty exemptions is required of the Cohoctah Township Board; and
WHEREAS, the principal residence of persons, who the Supervisor/Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the Township of Cohoctah, Livingston County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) File a claim with the supervisor/assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.
- 3) File a claim reporting that the combined assets of all persons do not exceed the current guidelines. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 4) Produce a valid driver's license or other form of identification.
- 5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

Federal Poverty Guidelines for the 2022 Assessment Year

Number of Persons Residing Poverty Guidelines in the Principal Residence Annual allowable income

1 Person	\$12,880
2 Persons	\$17,420
3 Persons	\$21,960
4 Persons	\$26,500
5 Persons	\$31,040
6 Persons	\$35,580
7 Persons	\$40,120
8 Persons	\$44,660
Each additional person, add	\$4,540

2022 RESOLUTION FOR POVERTY EXEMPTION - Continued

The following is a limit on the amount of assets an applicant can have (or insert see attachment):

- Limit on Cash Balances: \$2,500 (check/savings). All bank statements must be submitted with application.
- 1 personal vehicle is exempt from overall asset value limit
- Primary Residence is excluded, however, excess land over 5 acres will count toward overall asset limit.
- Annual dividend income (taxable & non-taxable) must be less than \$1,000
- Overall Asset Value Limit: \$20,000

NOW, THEREFORE, BE IT HEREBY RESOLVED that the supervisor/assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the supervisor/assessor and Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines a partial exemption of 50% or 25% may be considered per MCL 211.7u(5)(b). Any partial exemptions/deviations from these guidelines shall be documented by the Board of Review in each instance.

The foregoing resolution offered by Board Member _____

and supported by Board Member _____.

Upon roll call vote, the following voted:

“Aye”: _____

“Nay”: _____

The Township Clerk declared the resolution _____.

Clerk Signature

_____, Clerk Name, Dated: _____

COHOCTAH TOWNSHIP - 2022
Hardship Exemption Procedures and Guidelines

1. To be eligible, a person shall do all the following on an annual basis:
 - a) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
 - b) File a claim with the supervisor/assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.
 - c) File a claim reporting that the combined assets of all persons do not exceed the current guidelines. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
 - d) Produce a valid driver's license or other form of identification.
 - e) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
 - f) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
 - g) The application for an exemption shall be filed after January 1, but one day prior to the last day of the Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
2. The applicant must appear in person or by an agent who is authorized to do so in writing in a witnessed and notarized statement by the property owner. The filing of the claim constitutes an appearance before the Board of Review for the purpose of preserving the claimant's right to appeal the decision of the Board of Review to the Michigan Tax Tribunal regarding the claim.
3. In the event a household member over 18 years of age is earning income but not contributing to your Support or household income, a written explanation as to why is required.
4. The applicant and all household members' assets shall not exceed the following limits:
 - Limit on Cash Balances: \$2,500 (checking/savings). All bank statements must be submitted with application.
 - 1 personal vehicle is exempt from overall asset value limit
 - Primary Residence is excluded, however, excess land over 5 acres will count toward overall asset limit.
 - Annual dividend income (taxable & non-taxable) must be less than \$1,000
 - Overall Asset Value Limit: \$20,000
 -

Assets will include, but are not limited to the following: Real estate holdings (other than the principal residence), in excess of one car per household, pleasure boats, motor homes, bank accounts.

5. Total household income levels may not be set lower than the federal poverty income standards. The federal poverty income standards for setting poverty exemption guidelines for 2021 assessments are as follows:

Size of Family Unit	Poverty Guidelines
1 Person	\$12,880
2 Persons	\$17,420
3 Persons	\$21,960
4 Persons	\$26,500
5 Persons	\$31,040
6 Persons	\$35,580
7 Persons	\$40,120
8 Persons	\$44,660
For each additional person, add	\$4,540

Each year thereafter the levels shall be adjusted the poverty guidelines as issued annually by the State Tax Commission for the appropriate assessment year.

- 6) A hardship is not eligible for an exemption when property taxes do not exceed the combined sum of 3.5% of the adjusted income and Homestead Property Tax Credit.
- 7) A hardship exemption is not qualified when the hardship is created because the applicant is a Full or part-time student.

**CONTRACT FOR ASSESSING SERVICES BETWEEN
Township of Cohoctah, Livingston County, Michigan
AND
BERG ASSESSING AND CONSULTING, INC.**

This contract is made effective , by and between the Township of Cohoctah (hereinafter referred to as "Municipality") and Berg Assessing & Consulting, Inc. (hereinafter referred to as "Berg" or "Company"), and sets forth the mutual agreement of the parties as follows:

1. **Term:** Municipality hereby contracts for and Berg hereby agrees to perform the assessing activities included in this contract for the following general term: annual, from November 13th through November 12th
2. **Duties:** Berg will provide a Michigan Certified MCAO Assessor who has the qualifications to discharge the municipalities statutory assessing responsibilities, as well as all the additional activities included in this contract.
3. **Services to be provided:**
 - Locate and identify all taxable properties within the Municipality.
 - Inventory and quantify the characteristics of the property to determine taxability.
 - Determine true market value, perform appraisals, and calculate assessed value of property in the Municipality.
 - Respond to inquiries or requests for assessment information from the public and municipality citizens.
 - Oversee and maintain departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, etc., both hard copy (written or print-out) and computer backup on disk or cd.
 - Gather and analyze data and perform assessment studies to determine true market value of Municipality properties. Input data into computer; update personal property records; provide annual assessment notices to notify property owners regarding assessed values, and deliver them to the Supervisor/Manager.
 - Conduct periodic checking with home and business owners regarding changes made to residences and commercial buildings (ie. Building permits).
 - Work with inspectors regarding new construction in order to update property cards.
 - Maintain a minimum Michigan State Assessors Board Level 2 Certification, MCAO.
 - Interact with representatives from the Michigan Tax Commission and Tribunal, County Equalization Department, Municipality Board of Review, news media, realtors, attorneys, Municipality taxpayers and/or their representative(s), and other assessors, or others as necessary. File all reports and forms required by County and State governments related to assessing.
 - Municipality agrees that the software used by assessor is Municipal property and they further agree that the cost associated with assessing software is the liability of the Municipality. The Municipality will also maintain/pay any necessary support

fees associated with the assessing software programs. A backup of the database can be made available upon request on a quarterly basis.

- If the municipality does not manage their own land division process during the life of this agreement, the processing and approval of Land Division Applications shall be maintained by Berg. In that instance, the Company will develop and use a Land Divisions Application to include a fee schedule and will bill the Municipality for the fees paid to the Municipality by the applicant (no additional cost to the Municipality). The company will send any amended application to the Municipality.
- Compile sales information to develop market studies relevant to the application of market adjustments.
- Berg shall provide office hours by appointment only in the Municipality Hall to accommodate inquiries from the public, allowing 10 business days to schedule said appointment.
- Berg can provide written or electronic 'assessing reports' for the Municipality Board to review upon request.

4. **Compensation:** For all services rendered by Berg under this contract, Municipality hereby agrees to pay the following fee for the term of this contract. The compensation will be paid on a monthly basis and is due the 1st of the month for the current month and shall be received before the 28th of the month for the current month (not paid in arrears).

Annual Service fee of \$ 36,600.00, paid in monthly installments of \$ 3,050.00/month

4b. **Compensation Terms:** The compensation included in this contract is for regular and standard work performed under the General Property Tax Act (GPTA) during a typical assessing cycle/year. This compensation does not include work to bring the Municipality into compliance with STC standards of the GPTA. It is expected that the database is current and accurate and that prior assessment administration officials performed their duties correctly under the GPTA and STC standards. This subsection would apply to municipalities that we have worked with for less than three years.

5. **Travel Expenses:** This contract includes travel expenses during the normal and expected workload as previously encountered. Normal workload includes routine permit inspections, any contract agreement, and regularly scheduled meetings. Special meetings or projects may result in billable travel expenses. Any irregular travel requests by Municipality should be discussed prior to the request if it is regular or irregular.

6. **Tax Tribunal Appeals:** The Municipality agrees to provide legal services for full Tribunal cases. The Company will support small claim Tribunal cases and invoice a per case fee as indicated in the addendum. The Municipality understands and consents that the Company has the right to stipulate to settle any pending Tribunal case with authorization of the Supervisor/Manager or other specifically designated official. The Supervisor/Manager can also allow the Company to answer and negotiate a settlement full Tribunal cases in-lieu of any attorney for the fee prescribed in our addendum. However, if the case proceeds to a full trial, the Municipality understands legal counsel will inevitably be required. The Company will invoice for this service.

7. **Additional Workload:** The Municipality recognizes that laws/administrative rules may change and may impose additional special projects/workload to comply. Such items would request additional negotiated compensation. Charges may apply at a billing rate of \$75/hour for work outside the General Property Tax Act (GPTA) or assigned duties outside of the State Tax Commission/GPTA responsibilities.

8. **Communication and Customer Support:** The Municipality recognizes that the workload varies from time to time depending on the season/time of year. The primary method of contact to the Company will be via telephone at its main office number, 989-734-3555. The Company strives to respond to inquiries within 3 business days. The Company reserves the right to terminate verbal communication when a taxpayer becomes unprofessional and dialog via email or in writing. Further, the Company reserves the right to limit communications when the requests are outside of our policies. Any issues will be reported to the Municipality Supervisor/Manager.

9. **Document Delivery:** The Company receives correspondence via email, fax, and USPS mail. In person deliveries are not accepted unless through the Municipality location. Any documents submitted to the Municipality or their representatives must be date stamped, envelope copied, and digitally transmitted to the Company office within 3 business days. The Company's office address for correspondence is PO Box 25, Rogers City, Mi 49779. The Company is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

10. **Building and Zoning Permits:** Berg is responsible for updating property tax records to reflect new construction. This is based on permits which we must have to complete this contract and the laws of the state. The Township, City, or County must forward building permits and zoning permits to our office on a monthly basis. Regardless of which entity issues the permits, it is the Municipality's responsibility to ensure our office is receiving the notifications in a timely and routine manner. Our office is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

11. **Recorded Documents/Deeds:** Berg is responsible for updating property tax records to reflect ownership changes through recorded documents/deeds. These deeds are required and the Municipality agrees that any fees incurred from the County Register's office will be passed along to the Municipality. The Company is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to Berg in a timely manner.

12. **Board of Review:** As of April 2020, we are aware of changes to the Board of Review process under Assessing Reform. The Board of Review process is independent of the assessor. The Municipality recognizes the need to have qualified and trained Board of Review members to carry out their tasks, understand the paperwork needed, and complete the duties to the best of their ability. It will be the Company's responsibility to provide support to the Board of Review and answer any questions they have, but Berg's support shall not necessarily mean in-person attendance for all hours of session. Berg will work with the Board's to ensure we are available to help them complete their tasks. Board of

Review meetings are scheduled by the Company (not the municipality). Board of Review members are expected to reserve the statutory time frames allotted and attend at the time scheduled.

13. **Document Requests:** From time to time, we are in need of documents from the Municipality and their officials/employees. Some typical document requests would be Board of Review minutes, L-4029 millage rate forms, or other similar documents. We have found that it may take numerous requests to retrieve these documents from the Municipality. In the event of a duplicate requests, we reserve the right to invoice for the additional time spent attempting to collect documents. Our office is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

14. **Assessing Budget:** Berg recommends that the Municipality establish a miscellaneous budget for the assessor outside of regular/routine charges. This budget can be used by the Company for irregular and unexpected costs. The recommended line amount for this should be 10% of the assessing service contract. This can be used to cover Apex upgrades, special map printing, or other special one-time projects. The Company will request approval from the Supervisor/Manager prior to authorizing such expenses.

15. **Office Hours:** Our office is in general operation Monday – Friday from 9am until 4pm, excluding any regular holidays. The company reserves the right to close the office periodically due to unforeseen circumstances. Any prolonged closures (beyond 2 days) will be communicated to the Municipality. While we are working and usually available during these hours, it does not mean that we are contractually obligated to be answering calls immediately during these hours. It is understood that calling our office may result in a voicemail service.

16. **Legal Advice:** We are not allowed to give anything that might be considered legal advice. Our office does receive a large number of questions that get into legal advice. There is a difference between pointing customers to the written laws and applying them or interpreting them . We can read the law, submit the law, copy/paste/send them the laws, but we are not allowed to provide legal advise by interpreting the written laws other than the existing guidance already published.

17. **Insurances:** Berg, as a private contractor, does hereby, waive Municipality of any and all responsibility to provide public liability, workers compensation, unemployment, or health insurance benefits. Berg shall provide Municipality with a copy of its errors and omissions liability coverage upon request.

18. **Representative of Municipality Twp:** Berg, as an agent, shall conduct itself in such a manner as an official of the municipality and present its services to both the staff of Municipality and its property owners.

19. **Non-exclusive contract:** It is agreed that this is a non-exclusive contract and Berg may perform assessing or appraisal activities outside of Municipality. Such activities shall not interfere with the fulfillment of this contract.

20. **Governing Law:** In view of the fact that Municipality is within the State of Michigan, it is understood and agreed that the construction and interpretation of this contract shall, at all times and in all respects, be governed by the laws of the State of Michigan.

21. **Entire Agreement:** This contract contains the entire agreement and understanding by and between Municipality and Berg, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. No change or modification of this contract shall be valid or binding unless it is in writing and signed by both parties. No waiver of any provision of this contract shall be valid unless it is in writing and signed by both parties. No valid waiver of any provision of this contract at any time shall be deemed a waiver of any other provision of this contract at such time or any other time.

22. **Prohibition Against Assignment:** Berg agrees on its behalf, executors, administrators, heirs, legatees, distributees and any other party or parties claiming any benefit under them by virtue of this contract, that this contract and the rights, interests, and benefits hereunder shall not be assigned, transferred or pledged in any way.

23. **Severability of Invalid Provision:** The provisions of this contract shall be deemed severable. The invalidity or unenforceability of any one or more of the provisions of this contract shall not affect the validity and enforceability of other provisions. This contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. **Termination of Contract:** This contract may be terminated by Berg, for no reason or cause, with a 90 day written notice, without any further obligation. The Municipality will give no less than 90 days written notice to terminate this contract without cause. If Municipality terminates without cause, Municipality agrees to pay 50% of the current year annual compensation.

Municipality can terminate said contract without a penalty and without cause and by written notice no less than 120 days prior to: November 13th on an annual basis.

In the event that Berg shall not be in substantial compliance with the terms of this agreement, the Municipality shall give Berg written notice of said breach and forty-five (45) days to cure the breach. If Berg fails to cure the breach within forty-five (45) days after such notice, the Municipality may terminate this Contract immediately with cause without further notice or liability to Berg, other than for permitted fees and expenses accrued through the date of termination.

25. **Legal Description/Tax Descriptions:** Our office is frequently contacted by various agencies to correct tax descriptions. We have developed a form and process for these requests to be initiated. It is incumbent on the requesting entity to prove and provide all necessary information in a clear and concise manner that will allow us to facilitate the change. Many times, these requests are made to our office in an urgent manner. However, there are no specific laws that require us to have our tax description match the legal

description on the deeds/chain of title. Our descriptions need to be accurate enough to describe the property for taxation purposes. This process could take 30-90 days to review and complete and are subject for our review as time permits provided all necessary documentation has been provided by the requestor.

26. **Inspection Programs:** We recommend a property inspection program of 20% annually. If it is a full measure of all improvements (reappraisal) or a quick review of the existing record cards (reinspection) will depend on the accuracy of your existing records. For new municipalities, we recommend allowing us 12-24 months to test your records and review the accuracy before recommending an inspection program. For units that have had a 100% reappraisal/full measure of all improvements in the last 5 years should be eligible for the reinspection program.

27. **Tax Bill Calculation Process:** The municipality understands that the tax bill calculation, preparation, print, mailing, and servicing is the responsibility of the local Treasurer. The Treasurer is responsibility for all data and settings in the BS&A Tax Program. The municipality can contract with our company to provide such services at an additional cost. In no case is our office responsible for reprinting tax bills or assisting taxpayers with the current payment status of tax bills or the current amount of tax bills. It is also the local Clerk's responsibility for the millage calculation, the L-4029 calculation, millage reduction fraction, and to remit copies of all millage related information to our office in a timely manner, however, reasonable support including assistance with calculations is available by request.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument in duplicate originals upon this _____ day of _____, 20_____.

By Berg:

By Municipality:

Allan J. Berg, President
Berg Assessing and Consulting, Inc

Municipality Supervisor or Mayor

Municipality Clerk

Date

Attachment: Inspection Addendum (None)
 Recoverable Costs (attached)

Inspection ADDENDUM

A complete property inspection project will be completed within the Municipality. The following describes the duties and responsibilities for completing the property inspections in accordance with State Tax Commission, Bulletin #2 of 2014.

Reinspection's:

- 1) Physically inspecting every real, improved, and taxable property in the Municipality jurisdiction and acquiring measurements of each improvement.
- 2) Inspecting all vacant properties and determining the highest and best use of the property for property tax classification according to the General Property Tax Act.
- 3) Photographing taxable improvements on improved parcels within the jurisdiction.
- 4) Compiling and entering all data assimilated from the field inspections and entering said data into BS&A assessment administration software.
- 5) Sketch all improvements in the APEX sketching software, utilized in conjunction with the BS&A assessment administration software
- 6) **Compensation will be None per parcel.** Payment and invoices are typically annual, but the Company reserves the right to invoice based on work completed on a monthly basis with 30-45 day payment terms.
- 7) Rate of Completion:
- 8) This section is independently adjustable on an annual basis. Intent to adjust shall be received 30 days before May 1st. Failure on both parties to notify of their intent to adjust would constitute agreement to the terms to continue annually.
- 9) All other terms and conditions as listed in the original assessment administration contract apply. In the event of a termination of this agreement, the Municipality will pay Berg for the parcels completed at that time.

DO NOT SIGN

DO NOT SIGN

Municipality Clerk

Date

DO NOT SIGN DO NOT SIGN DO NOT SIGN DO NOT SIGN DO NOT SIGN

Allan J. Berg, President
Berg Assessing & Consulting, Inc.

Municipality Supervisor

Recoverable Cost Addendum

Potential office costs of Berg Assessing and Consulting. The below list is an estimate and may increase during the term of this contract due to the rising cost of postage, ink, paper, and office equipment:

Service Charge Rates	
Assessment Printing Single	\$0.25
PDF Copies	\$0.05
Move Update	\$0.25
GROUP-Address Sheet	\$0.15
GROUP-Printing	\$0.12
GROUP-Envelopes	\$0.30
GROUP-Hand Insert	\$1.00
Record Card Printing	\$0.07
General Printing	\$0.07
Sketches	\$0.07
Scanned Document	\$0.20
Assessment Roll Printing - GENERAL	\$0.03
Picture Printing	\$0.35
Back Side Printing, Upcharge, per page	\$0.10
Colored Paper, Upcharge, per page	\$0.10
Personal Property STATEMENT	\$1.25
Personal Property, Exemption Notice	\$1.00
Postage-by the Roll	Current USPS Price
Land Value/Sales Maps	\$75.00
Reinspection Letters	\$1.00
Veterans Letters	\$1.00
Poverty-Hardship Letters	\$1.00
Small Claims Tribunal Cases answer-hearing	\$75.00
Full Tribunal Answer and Negotiate to Settlement	\$400.00
Repeated Document Request Fee	\$50.00
Land Division Processing 1 st Division	\$150.00 (statutory 45 day)
Land Division Processing Extra Divisions	\$25.00 (statutory 45 day)
Land Division Incomplete Application Fee	\$50.00

*these charges are subject to change based on inflationary cost of labor, postage, and supplies. This list is fixed as of April 2021 and may increase by no more than 10% without notice.