



COHOCTAH TOWNSHIP BOARD MEETING

February 10, 2022 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

CONSENT AGENDA

- [1.](#) Minutes 01-13-2022
- [2.](#) Treasurer's Report
- [3.](#) Expenditures
- [4.](#) Special Meeting Minutes 1-27-2022

CALL TO THE PUBLIC

UNFINISHED BUSINESS

Road Commission

Howell Fire Authority

Hall

Cemetery

Parks and Recreation

NEW BUSINESS

- [5.](#) Fowlerville Recreation Budget
- [6.](#) Monthly Budget Review
7. Board of Review Alternate Appointment
- [8.](#) Charter Township Opposing Resolution
- [9.](#) Civil Infraction Ordinance
- [10.](#) House Lease Update

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

Planning Commission

Violations and Complaints

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - March 10, 2022

ADJOURN



COHOCTAH TOWNSHIP BOARD MEETING

January 13, 2022 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 8:03pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock, Mark Torigian, Zoning Administrator Frederick Buckner and 8 citizens.

AGENDA APPROVAL

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

1. Special Meeting Minutes 12-22-2021

Motion made by Charette, Seconded by Bock to approve the Special Meeting Minutes of 12-22-2021 as presented. Voting Yea: Fear, Charette, 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.

2. Minutes 12-9-2021
3. Treasurer's Report December 2021
4. Expenditures January 2022

CALL TO THE PUBLIC

A resident inquired about the Solar Farm Ordinance Moratorium. A second resident inquired about the possibility of a Community Garden.

UNFINISHED BUSINESS

5. Assessing Contract

Motion made by Charette, Seconded by Torigian to approve a one year contract with Berg Assessing. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Road Commission

Howell Fire Authority

Hall

Cemetery

Parks and Recreation

NEW BUSINESS

6. IRS Mileage Rate

Motion made by Charette, Seconded by Torigian to adopt the IRS Mileage reimbursement rate of 58.5 cents per mile. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

7. Quarterly Budget Review

Motion made by Torigian, Seconded by Charette to move \$16,000.00 from Contingencies to the accounts as follows: \$7,000.00 Building and Grounds Telephone, \$5,000.00 Planning and Zoning Wages, \$4000.00 to Recreation.

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

8. Schedule Budget Hearing

The Budget Hearing was scheduled for Thursday, February 17, 2022 at 6:30pm.

9. Proposal for Planning Services

Motion made by Torigian, Seconded by Charette to approve the Planning Services Proposal from Carlise/Wortman for one year beginning 2-1-2022 through 02-01-2023. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

Report given.

Planning Commission

Report given.

Violations and Complaints

Report given.

10. 03-2020 1985 Gannon Rd, 04-2020 1850 Gannon Rd, 06-2020 4007 Bruff Rd, 02-2021 1212 Faussett Rd.

CALL TO THE PUBLIC

None

NEXT REGULAR MEETING DATE - February 10, 2022

ADJOURN

There being no further business, the meeting was adjourned at 8:52pm.

TAMI BOCK			
COHOCTAH TOWNSHIP TREASURER			
6153 BYRON ROAD			
HOWELL MI 48855			
517-546-2510			
			Jan 2022
RECEIPTS			
	REVENUE SHARING		\$ 59,293.00
	LAND USE		\$ 290.00
	INTEREST		\$ 14.87
	TRASH PICK UP		\$ 314.00
	ALLOCATED TAX		\$ 45,839.00
	PA 1050 DISTRIBUTION		\$ 182.81
	ARPA		\$ 703.70
	RECEIPTS TOTAL		\$ 106,637.38
	CASH ACCOUNT ENDING BALANCE		\$ 741,848.54
	FLAGSTAR CD		\$ 111,912.38
	PNC BANK CD		\$ 114,199.51
	HUNTINGTON CD		\$ 109,214.19
	GENERAL FUND BALANCE		\$ 1,077,174.62
	TRUST AND AGENCY BALANCE		\$ 9,550.00
	CAPITAL IMPROVEMENT FUNDS		\$ 219,914.31
	ARPA FUNDS		\$ 174,849.00
	ROAD FUND ENDING BALANCE		\$ 104,078.24

EXPENDITURES - FEBRUARY 2021		
BERG ASSESSING		\$ 3,050.00
AT&T		\$ 654.80
SURF AIR WIRELESS		\$ 44.95
HIDDEN LAKE WIRELESS		\$ 45.00
COOPER & RIESTERER PLC		\$ 1,363.00
GRANGER		\$ 7,605.00
CONSUMERS ENERGY		\$ 498.89
FIRE PROTECTION PLUS		\$ 80.00
THE GROUNDS CREW		\$ 230.00
SMART BUSINESS SOURCE/MASTER MEDIA		\$ 316.69
CHASE BANK		\$ 721.75
LIVINGSTON CO PRESS		\$ 285.00
CARLISLE/WORTMAN		\$ 195.00
K THURNER		\$ 58.00
M FOSDICK		\$ 51.38
T BOCK		\$ 25.74
B FEAR		\$ 97.33
D BURDEN		\$ 124.61
SUB TOTAL		\$ 15,447.14
T BOCK		\$ 1,598.88
D BURDEN		\$ 254.38
F BUCKNER		\$ 284.45
L FLANARY		\$ 95.14
M FOSDICK		\$ 1,491.88
B FEAR		\$ 1,534.41
T LITZ		\$ 221.64
NATIONWIDE		\$ 143.56
W/H		\$ 1,110.27
BENEPAY		\$ 49.36
SUB TOTAL		\$ 6,783.97
TOTAL GENERAL FND		\$ 22,231.11
ROAD FUND		\$ -
TOTAL EXPENDITURES		\$ 22,231.11

January 27, 2022
Special Meeting Minutes

The special meeting of the Cohoctah Township Board was called to order at 7:05 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 Amend The Zoning Ordinance relating to Medical Marihuana Registered Primary Caregiver Operations.
Vote: Ayes: Fosdick, Bock, Fear, Charette, Torigian. Nays: None.

ARPA Funds Discussion- The allowable uses were discussed.

Broadband Proposal- Motion by Torigian, support by Charette to adopt the Resolution to Authorize Expenditure of American Rescue Plan Act (ARPA) Funds for Broadband.
Vote: Ayes: Fosdick, Bock, Fear, Charette, Torigian. Nays: None.

Call to the Public- None

There being no further business, the meeting was adjourned at 8:08 pm.

Respectfully submitted,

Barb Fear
Cohoctah Township Clerk

**2022-2023 Community Recreation Budget Approval
Status Form**

Governmental Unit _____

_____ The 2022-2023 Community Recreation Budget Proposal was approved.

_____ No action has been taken at this time.

Signature _____

Date _____

Title _____

**Please submit this form along with a copy of the minutes from the meeting at which the
vote on the budget took place and mail both to:**

Lauri Coe
Fowlerville Community Schools
7677 Sharpe Road, Suite A
Fowlerville, MI 48836

RECREATION BUDGET -- CURRENT AND PROPOSED

	2021-2022 Current Budget		2022-2023 Proposed Budget
SAL RECREATION DIR	\$48,808.00	4% increase	\$50,258.00
C/S ASSIST SUPERV/REC	\$25,386.00	to \$16.00 /hr	\$28,940.00
SAL OTHER STAFF/REC	\$33,876.00		\$33,876.00
CUSTODIAL OVT/REC	\$2,800.00		\$2,800.00
SAL FIELD MAINT/REC	\$2,040.00		\$2,040.00
LIFE INSURANCE/REC	\$55.00		\$55.00
LONG TERM DISABILITY	\$360.00		\$360.00
MESSA HLTH/REC	\$14,300.00		\$14,300.00
DENTAL/REC	\$1,500.00		\$1,500.00
VISION/REC	\$330.00		\$330.00
RETIREMENT/REC	\$17,140.00	Estimated	\$17,200.00
RETIRE CUSTODIDAN/REC	\$784.00		\$784.00
RETIRE FLD MAINT/REC	\$571.00		\$571.00
FICA/RECREATION	\$5,887.00	Estimated	\$5,950.00
FICA CUSTODIAN/REC	\$214.00		\$214.00
FICA FLD MAINT/REC	\$156.00		\$156.00
W/C-REC	\$1,100.00		\$1,100.00
MISC CONTRACTED/REC	\$6,640.00		\$6,640.00
CONTRACTED OFFICIALS	\$9,700.00		\$9,700.00
CONTR'D INSTRUCTOR/REC	\$1,112.00		\$1,112.00
CELL PHONE/REC	\$360.00		\$360.00
POSTAGE/REC	\$400.00		\$400.00
ADVERTISING/REC	\$150.00		\$150.00
WATER&SEWER/REC	\$225.00		\$225.00
EQUIP REPAIR/REC	\$700.00		\$700.00
GAS/450 N HIBBARD/REC	\$550.00		\$550.00
ELEC/450 N HIBBARD/REC	\$525.00		\$525.00
ELEC/SCHOOL GYMS/REC	\$1,000.00		\$1,000.00
OFFICE SUPPL/REC	\$1,000.00		\$1,000.00
COMPUTER SUPPL/REC	\$300.00		\$300.00
FIELD MAINT SUPPL/REC	\$2,485.00		\$2,485.00
OTHER SUPPLIES/REC	\$11,000.00		\$11,000.00
CONCESSION SUPPL/REC	\$6,500.00		\$6,500.00
PROGRAM UNIFORMS/REC	\$42,836.00		\$42,836.00
PROGRAM EQUIP/REC	\$21,462.00		\$21,462.00
DUES & FEES/REC	\$14,131.00		\$14,131.00
RECREATION REFUNDS	\$5,000.00		\$5,000.00
COPY MACH LEASE/REC	\$500.00		\$500.00
Project Programs Expense	\$281,883.00		\$287,010.00
Projected Program Revenue	\$168,080.00		\$168,080.00
Projected Net Cost	\$112,701.00		\$118,930.00
Total Increase/(Decrease)for Proposed Budget			\$6,229.00

		COHOCTAH TOWNSHIP 21-22 EXPENDITURES						-1-
ACCOUNT		BUDGET	1ST	2ND	3RD	4TH	TOTAL	BALANCE
TOWNSHIP BOARD								
PAYROLL TAX EXPENSE		\$4,600.00	\$1,239.50	\$1,552.54	\$1,450.97	\$654.05	\$4,897.06	(\$297.06)
TRUSTEE WAGES		\$6,000.00	\$150.00	\$2,850.00			\$3,000.00	\$3,000.00
SECRETARY WAGES		\$9,500.00	\$2,583.75	\$2,718.75	\$2,497.50	\$1,567.50	\$9,367.50	\$132.50
SUPPLIES		\$1,000.00	\$341.95	\$1,076.43	\$42.99	\$37.46	\$1,498.83	(\$498.83)
CONTRACTED SERVICES		\$20,000.00	\$6,915.28	\$11,599.80	\$700.95	\$360.00	\$19,576.03	\$423.97
CONFERENCES		\$3,000.00				\$412.00	\$412.00	\$2,588.00
PUBLISHING		\$1,000.00	\$235.00	\$705.00	\$415.00	\$235.00	\$1,590.00	(\$590.00)
COMMUNICATIONS		\$1,500.00	\$880.00	\$233.18			\$1,113.18	\$386.82
ASSOCIATION DUES		\$2,400.00	\$20.00	\$10.00	\$120.00		\$150.00	\$2,250.00
EQUIPMENT		\$5,000.00			\$4,800.00		\$4,800.00	\$200.00
	TOTAL	\$54,000.00	\$12,365.48	\$20,745.70	\$10,027.41	\$3,266.01	\$46,404.60	\$7,595.40
SUPERVISOR								
SALARY		\$20,000.00	\$5,000.01	\$5,000.01	\$5,000.01	\$3,333.34	\$18,333.37	\$1,666.63
DEPUTY		\$0.00					\$0.00	\$0.00
SUPPLIES		\$0.00					\$0.00	\$0.00
	TOTAL	\$20,000.00	\$5,000.01	\$5,000.01	\$5,000.01	\$3,333.34	\$18,333.37	\$1,666.63
ELECTIONS								
WAGES		\$2,000.00	\$722.00	\$420.00	\$740.00		\$1,882.00	\$118.00
SUPPLIES		\$1,500.00	\$62.18	\$388.00	\$67.18		\$517.36	\$982.64
PUBLISHING		\$150.00	\$40.00		\$40.00		\$80.00	\$70.00
MAINTENANCE/REPAIR		\$500.00					\$0.00	\$500.00
EQUIPMENT		\$1,000.00					\$0.00	\$1,000.00
	TOTAL	\$5,150.00	\$824.18	\$808.00	\$847.18	\$0.00	\$2,479.36	\$2,670.64
ATTORNEY								
	TOTAL	\$22,000.00	\$8,563.90	\$3,800.55	\$6,802.50	\$4,096.50	\$23,263.45	(\$1,263.45)
ASSESSOR								
CONTRACTED SERVICE		\$37,000.00	\$9,150.00	\$9,400.00	\$9,250.00	\$6,100.00	\$33,900.00	\$3,100.00
LAND DIVISIONS		\$600.00						
SUPPLIES		\$3,000.00	\$1,863.34				\$1,863.34	\$1,136.66
	TOTAL	\$40,600.00	\$11,013.34	\$9,400.00	\$9,250.00	\$6,100.00	\$35,763.34	\$4,236.66
CLERK								
SALARY		\$20,000.00	\$5,000.01	\$5,000.01	\$5,000.01	\$3,333.34	\$18,333.37	\$1,666.63
DEPUTY		\$2,500.00	\$247.50		\$243.75		\$491.25	\$2,008.75
MILEAGE		\$700.00	\$110.88		\$89.60		\$200.48	\$499.52
SUPPLIES		\$500.00	\$63.00	\$63.00	\$163.29	\$344.69	\$633.98	(\$133.98)
EQUIPMENT REPAIR		\$100.00					\$0.00	\$100.00
	TOTAL	\$23,800.00	\$5,421.39	\$5,063.01	\$5,496.65	\$3,678.03	\$19,659.08	\$4,140.92
COHOCTAH TOWNSHIP 21-22 EXPENDITURES								
ACCOUNT		BUDGET	1ST	2ND	3RD	4TH	TOTAL	BALANCE
-2-								

RESOLUTION OF INTENT OPPOSING INCORPORATION
AS A CHARTER TOWNSHIP

Resolution No. 220127-03
Cohoctah Township
Livingston County, Michigan

WHEREAS, the Township Clerk has been notified by the Michigan Secretary of State that Cohoctah Township has a population of 2,000 or more inhabitants, excluding the population of any incorporated village, and notice of that notification was duly published in the Livingston County Press, a newspaper of general circulation in the township, as required by law, and

WHEREAS, under the provisions of MCL 42.3a, the Township is eligible to be incorporated as a charter township by resolution of the Township Board, and

WHEREAS, after notification is received by the clerk, the township board may adopt, by majority vote, a resolution opposed to incorporation, and

WHEREAS, the Township Board does not desire to incorporate as a charter township,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Cohoctah Township Board does declare its intent to not incorporation as a charter township.

Motion was made by _____, seconded by _____
to adopt the foregoing resolution.

Roll call vote:

Aye _____

Nay _____

The supervisor declared the motion carried and the resolution duly adopted.

Township Clerk, Barb Fear

CERTIFICATE

The undersigned, being the duly elected and acting Clerk of the Township of Cohoctah hereby certifies that the foregoing resolution was duly adopted at a regular meeting of the Township Board at which a quorum was present on the 10th day of February, 2022, and that the members voted as set forth above.

Township Clerk, Barb Fear

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

original

LEASE Dec. 6 2016

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 the legality of a provision of the agreement, you may want to seek assistance from a lawyer or other qualified person.

1) The Parties:

The parties of this agreement are Cohoctah Township, herein called "property owner" and Mike Jolliff, Lexi Tennant herein after called tenant(s).

2) Property:

Property owner hereby lets the following property to tenant(s) for the term of the agreement (A) the property at 10515 Antcliff Rd., Fowlerville (House, small shed and store one automobile in big barn) and (B) the furniture and appliances on said property as described per item on the attached inventory checklist.

3) Term:

The term of this agreement shall be for 1 year, beginning on 12-6-2016 and ending on 12-5-2017. The property owner shall give the tenant(s) actual physical possession of the demised premises at the commencement of the term.

4) Rent:

The rental amount for said property shall be as follows:

Tenant: Up to 20 hours of maintenance duties per month

2000

5) Occupation of the Premises:

The premises shall be occupied by only the following individuals:

- 1) Mike Jolliff
- 2) Lexi Tennant
- 3) _____
- 4) _____

6) Utilities and Services:

Utilities shall be paid and services provided by the party initialed on the chart below:

	Owner	Tenant(s)
Electricity	_____	<u>✓</u>
Gas	_____	<u>✓</u>
Garbage Collection	_____	<u>✓</u>
Rubbish Removal	_____	<u>✓</u>
Snow Removal	_____	<u>✓</u>

Yard Maintenance _____

_____ ✓

The property owner shall not shut off or cause to be discontinued any utility furnished by owner for the tenant(s) except for such temporary interruption as may be necessary while actual repairs or alterations are in process.

7) Security Deposit:

A security deposit is required, Tenant(s) shall pay property owner, upon execution of this agreement, a security deposit of \$700 which will be deposited in a bank with an office in Michigan. Breakdown of security deposit is \$600 for security deposit portion and \$100 for a Non-Refundable cleaning fee. Said security deposit remains the property of the tenant(s) and may not be used by property owner except for reimbursement for actual damages to the rental unit or contents that are a direct result of conduct not reasonably expected in the normal course of habitation of the rental unit, or for unpaid rent, utilities as provided in public act 348 of 1972. No interest shall be paid on security deposits.

Property owner shall give tenant(s) two blank copies of a rental inventory list that shall include all items in the unit owned by the property owner. Said list must be completed by the tenant(s) within seven (7) days after moving in. Tenant(s) shall keep a copy and send a copy to the property owner.

Tenant(s) must notify property owner in writing within four (4) days after you move of a forwarding address where you can be reached and where you will be receiving mail; otherwise property owner shall be relieved of sending you an itemized list of damages and penalties adherent to that failure.

Failure of notification does not prejudice tenant(s) claim for the security deposit. The property owner shall send the tenant(s) a list of damages, the cost of repair of each item and a check to cover the balance within thirty (30) days after the tenant(s) have moved out. If this is not done, property owner automatically agrees that the tenant(s) are entitled to the deposit in full less cleaning fee.

Tenant(s) must notify the property owner within thirty-seven (37) days after they move out whether they agree with the damages or not. Failure to respond constitutes agreement by tenant(s) to the damages listed. If agreement cannot be reached, property owner must sue tenant(s) for damages and legal costs within sixty (60) days after tenant(s) have moved out.

8) Tenant(s) Duty to Maintain Premises:

Tenant(s) shall dispose of all their garbage in a clean and sanitary manner by placing it in designated garbage facilities. Rubbish shall be disposed of by tenant(s) at annual Township large item trash day or by contracting with a licensed rubbish hauler at least once per year. Tenant(s) shall keep dwelling unit in clean and sanitary condition, and shall otherwise comply with all the state and local laws requiring tenant(s) to maintain

premises. If there is damage to the rental unit which is a direct result of conduct by the tenant(s) not reasonably expected in the normal course of habitation, tenant(s) may repair such damage at their own expense. Upon tenant(s) failure to make such repairs after reasonable written notice by the property owner, property owner may cause repairs to be made and tenant(s) shall be liable for any reasonable expenses thereby incurred by property owner.

9) Alterations:

No alteration, addition, or improvement that would not be reasonably be expected in the normal course of habitation of the rental unit and which cause property owner to incur costs to restore the unit to original condition prior to this tenancy, shall be made by tenant(s) in or to dwelling unit without prior written consent of property owner. Such consent shall not be unreasonably withheld.

10) Noise:

Tenant(s) agrees not to allow in his/her premises any excessive noise or other activity which unduly disturbs the peace and quiet of nearby neighbors. Property owner agrees to prevent other persons in the building or common areas from similarly distributing tenant's peace and quiet.

11) Inspection of Property by Owner:

Property owner and his/her agent may enter the dwelling unit during reasonable hours only for the following purposes: to inspect to see if the tenant(s) is complying with this agreement, to make repairs, and to exhibit the unit to prospective purchasers, mortgagees and tenants. Such entries shall not be so frequent as to seriously disturb tenant's peaceful enjoyment of the premises. Such entries shall take place only with prior consent of tenant(s), which consent shall not be unreasonably withheld. If, however, property owner or his/her agent reasonably believes that an emergency exists, such as fire, which requires an immediate entry, such entry shall be made without tenant(s) consent. If such emergency occurs, property owner shall, within two (2) days thereafter, notify tenant(s) of the date, time and purpose of entry.

12) Property Owner's Obligation to Repair and Maintain:

Property owner shall maintain the building, dwelling units and premises thereof in a decent, safe and sanitary condition in compliance with all Federal, State and Local laws, regulations and ordinances. In the event that repairs are needed, the tenant(s) should notify property owner or his/her agent and should allow reasonable time of notification, tenant(s) may terminate this lease upon reasonable written notice: preferably through certified mail for the tenant(s) own protection. This remedy shall not exclude any other remedy provided by law to tenant(s) for property owner's violation of this agreement.

Tenant(s) are responsible for minor repairs under \$50.00 and for maintaining drains in good working order. Cost incurred to clean drains because of tenant(s) actions will be tenant(s) responsibility.

As repairs are now needed to comply with this section, property owner specifically agrees to complete the following repairs by the following dates:

Repair	Date

Property owner shall take reasonable measures to maintain the security of the dwelling, dwelling units for the protection of tenant(s) and his/her guests from burglary, robbery and other crimes.

13) Possession of Controlled Substance:

The lease is considered terminated and the property owner may serve a seven (7) day notice to quit, if the tenant(s), a member of the tenant(s) household or other persons under the tenant(s) control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises and the property owner has filed the required police report.

14) Pets and Animals:

No pets or animals may be kept on the premises unless written permission is obtained from the property owner prior to such pets or animals being brought onto said premises. Tenants may keep one Chihuahua dog on the premises.

15) Notices:

All notices and rent receipts provided by this agreement shall be in writing and shall be given to the other party as follows: to tenant(s) at premises 10515 Antcliff Rd., Fowlerville, MI. 48836. To property owners at 6950 Owosso Rd., Fowlerville, MI. 48836

16) Notice of Termination:

Upon one rental period's notice, for good cause, tenant(s) may terminate this lease and vacate the premises. Said notice shall state good cause for termination. Good cause shall include, but not be limited to, entry into active duty with the U.S. military services, employment in another community, and loss of the main source of income to pay rent.

Substantial violation of any provision included herein may constitute grounds for termination of the lease by either party. However, if the property owner's primary purpose in initiating eviction procedures is to retaliate against tenant(s) because of tenant's attempt to exercise or assert his/her lawful rights, no such attempt shall be valid.

Upon termination of this agreement, tenant(s) shall vacate the premises, remove all personal property belonging to him/her, return all keys and leave premises as clean as he/she found them; wear and tear are reasonably expected in the normal course of

habitation. A non-refundable cleaning fee of \$100 to be paid by the tenant(s) upon moving in is included in the security deposit.

Property owner shall not terminate or attempt to terminate this lease by any means other than proper proceedings as provided by state law.

17) Subleasing:

Tenant(s) shall not assign or sublet the dwelling unit without the written consent of property owner. Such consent shall not be withheld without good reason relating to the prospective tenant(s) ability to comply with the provisions of this lease. This paragraph shall not prevent tenant(s) from accommodating guests for reasonable periods (three (3) weeks or less); any other arrangements must be approved in writing by property owner.

18) Holdovers:

If tenant(s) hold over on termination of this lease and property owner accepts tenant's tender of rent provide by this lease, this lease shall continue to be binding on the parties as a rental period to rental period agreement.

19) Changing of the Lease:

No changes, additions or subtractions from conditions of this agreement shall take effect unless mutually agreed upon in writing.

20) Destruction of Premises:

If the premises becomes partially or totally destroyed during the term of this lease, either party may thereupon terminate the lease upon reasonable notice.

21) Maintenance agreement:

Tenant agrees to serve as maintenance staff for Cohoctah Township. 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 within the township. As part of this requirement, tenant agrees to mow and maintain the lawn at the Cohoctah Township hall. Tenant agrees to 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 fulfill the maintenance requirements at the township hall, either party may terminate the agreement with 30 days' notice, notwithstanding the term of the lease as previously outlined.

Robert [unclear]

22) Integration Clause:

This Lease constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other lease agreement between the parties. None of the previous and contemporaneous negotiation, preliminary drafts, or previous versions of the Lease Agreement leading up to its execution and not set forth in this Lease shall be

used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Lease has been made or relied on by either party.

- 23) This Lease shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction and effect, and in all other respects.
- 24) If any provision in this Lease is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions and intent of this Lease.
- 25) The property owner will review the lease agreement on an annual basis, and coordinate signatures.

Wherefore we, the undersigned, so hereby execute and agree to the above lease.

Tenants Signature Mike Joliff Date 12-6-12

Tenants Signature Alexander Truitt Date 12-6-12

Cohoctah Township: Mark Lorde Date 12-6-16
By: Supervisor

Security deposit \$ 350 due by Dec 9, and
\$ 350 due by January 1, 2017



id 200⁰⁰ 1-13-14

Inventory Checklist

Refridgerator

Stove

Mark Folsom 12-6-16
By Property Owner Date

Mike Jolly 12-6-2016
Tenants Date

5/8 tank of fuel O.K.

MC

MJ