



COHOCTAH TOWNSHIP BOARD MEETING

April 10, 2025 at 7:00 PM

Township Hall | Fowlerville, Michigan

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

AGENDA

CALL TO ORDER

AGENDA APPROVAL

CONSENT AGENDA

- [1.](#) Minutes 03-13-2025
- [2.](#) Treasurer's Report
- [3.](#) Expenditures

CALL TO THE PUBLIC

UNFINISHED BUSINESS

- Road Commission
- Howell Fire Authority
- Hall
- Cemetery
- Parks and Recreation

NEW BUSINESS

- [4.](#) ARL Field Day Resolution
- [5.](#) Large Item Day
- [6.](#) General Ordinance Codification Adoption
- [7.](#) Fowlerville Recreation Agreement
8. Medical Marijuana Home in Settlement
9. New Bids
- [10.](#) CivicPlus Codification Services Proposal
- [11.](#) EMS Lease

REPORTS

- Zoning Board of Appeals
- Planning Commission
- Violations and Complaints

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - MAY 8, 2025

ADJOURN



COHOCTAH TOWNSHIP BOARD MEETING

March 13, 2025 at 7:00 PM

Township Hall | Fowlerville, Michigan

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

MINUTES

CALL TO ORDER

The meeting was called to order at 7:00 pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock, Mark Torigian

AGENDA APPROVAL

Motion made by Torigian, Seconded by Charette to approve the agenda as modified, moving up the Public Hearing and Surf Easement Agreement. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

CONSENT AGENDA

1. Minutes 02-13-2025
2. Treasurer's Report
3. Expenditures

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

CALL TO THE PUBLIC

Public comment was received.

UNFINISHED BUSINESS

Road Commission

No report

Howell Fire Authority

No report.

Hall

No report.

Cemetery

No report.

Parks and Recreation

No report.

NEW BUSINESS

4. Public Hearing- Recreation Plan

Motion made by Charette, Seconded by Torigian to open the Public Hearing at 7:09 pm. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

A brief presentation of the plan was made and no public comments were received.

Motion made by Torigian, Seconded by Charette to close the Public Hearing at 7:17 pm. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Motion made by Charette, Seconded by Torigian to adopt the Resolution in Support of the Cohoctah Township Board of Trustees Approving the Submittal of a Michigan Natural Resources Trust Fund Grant Application. Roll Call Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, Nays: None, motion carried.

5. Surf Easement Agreement

Motion made by Charette, Seconded by Torigian to approve the Grant of Easement to Surf Air Wireless, LLC. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Motion made by Charette, Seconded by Torigian to approve the Temporary Outlet Use and Electrical Service Agreement. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried

Motion made by Torigian, Seconded by Fear to approve the Generator Connection Agreement with Surf Air Wireless, LLC as amended with replacement of "should" in first paragraph to "will install". Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

6. Renewal of Sherriff's Contract

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

7. Quarterly Budget Review

No adjustments were made.

8. Budget Approval- Fee Schedule

Motion made by Torigian, Seconded by Bock to approve the Fee Schedule as it was created on 02-18-2025 at the Budget Workshop. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

9. Budget Approval- Salaries and Wages

Motion made by Torigian, Seconded by Charette to approve the Salaries and Wages as it was created on 02-18-2025 at the Budget Workshop.

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

10. Budget Approval- Revenues

Motion made by Torigian, Seconded by Bock to approve the Revenues Budget as it was created on 02-18-2025 at the Budget Workshop. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

11. Budget Approval- General Fund

Motion made by Torigian, Seconded by Fear to approve the General Fund Budget as it was created on 02-18-2025 at the Budget Workshop.

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

12. Budget Approval- Road Fund

Motion made by Torigian, Seconded by Charette to approve the Road Fund Budget as it was created on 02-18-2025 at the Budget Workshop. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

13. Budget Approval- Capital Improvement Fund

Motion made by Torigian, Seconded by Bock to approve the Capital Improvement Fund Budget as it was created on 02-18-2025 at the Budget Workshop. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

14. PA 116 Partial Release Request

Motion made by Torigian, Seconded by Charette to adopt a Resolution for a Partial Termination of PA116 of parcel 4702-35-400-039 as presented. Roll Call
Voting Yea: Fosdick, Bock, Torigian, Charette, Fear. Nays: None. Motion carried.

15. Master Plan Review

Motion made by Charette, Seconded by Torigian to authorize the Planning Commission to send the Master Plan out for comment to surrounding communities and utilities. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

REPORTS

Zoning Board of Appeals

Verbal report given.

Planning Commission

Verbal report given.

Violations and Complaints

No report.

CALL TO THE PUBLIC

Public comment received.

NEXT REGULAR MEETING DATE - APRIL 10, 2025

ADJOURN

There being no further business, the meeting was adjourned at 7:58 pm.

| EXPENDITURES - APRIL 2025 | | | |
|----------------------------------|--|-----------|------------------|
| | | | |
| BLACKROCK TECH | | \$ | 500.00 |
| CARLISLE/WORTMAN | | \$ | 705.00 |
| GRANGER | | \$ | 26,100.00 |
| CONSUMERS | | \$ | 689.50 |
| FOSTER/SWIFT | | \$ | 222.30 |
| CIVIC PLUS | | \$ | 3,495.35 |
| CIVIC PLUS | | \$ | 25.69 |
| LIV CTY ASSESSORS | | \$ | 10.00 |
| LIV CTY PRESS | | \$ | 307.57 |
| CHASE CREDIT CARD | | \$ | 1,772.76 |
| SPRUNGTOWN OUTDOOR | | \$ | 100.00 |
| A SOKOLL | | \$ | 200.00 |
| FIRE PROTECTION PLUS | | \$ | 176.00 |
| MCCALLISTERS | | \$ | 1,400.00 |
| CITY OF HOWELL | | \$ | 2,628.34 |
| HART INTERCIVIC | | \$ | 235.00 |
| ION ELECTRIC | | \$ | 508.00 |
| S BRONSBURG | | \$ | 93.76 |
| T BOCK | | \$ | 12.60 |
| B FEAR | | \$ | 67.46 |
| A KOZAK | | \$ | 56.00 |
| SUB TOTAL | | \$ | 39,305.33 |
| T BOCK | | \$ | 1,985.37 |
| A KOZAK | | \$ | 182.86 |
| M FOSDICK | | \$ | 1,816.05 |
| K THURNER | | | \$ 218.40 |
| C GARBER | | \$ | 2,402.87 |
| B FEAR | | \$ | 2,291.45 |
| T LITZ | | \$ | 225.08 |
| K CARMACK | | \$ | 74.88 |
| J BLACK | | \$ | 66.07 |
| A HODGE | | \$ | 67.83 |
| S BRONSBURG | | \$ | 1,240.26 |
| MERS | | \$ | 1,692.06 |
| W/H | | \$ | 3,426.71 |
| BENEPAY | | \$ | 86.50 |
| SUB TOTAL | | \$ | 15,557.99 |
| TOTAL GENERAL FND | | \$ | 54,863.32 |
| | | | |
| ROAD FUND | | \$ | - |
| TOTAL EXPENDITURES | | \$ | 54,863.32 |



June 23- 29, 2025: Amateur Radio Week

April 9, 2025 at a duly notice meeting of the Cohoctah Township Board:

WHEREAS, amateur radio operators are celebrating over a century of broadcasting; and,

WHEREAS, amateur radio has continued to build bridges between people, societies, and countries through the sharing of ideas and the fostering of friendship; and,

WHEREAS, amateur radio operators have provided countless hours of community service to other local organizations throughout these decades; and,

WHEREAS, the Cohoctah Township also recognizes the services amateur radio provides to our many emergency response organizations, including local and government-served agencies; and,

WHEREAS, these amateur radio services are provided as a free service to the public; and,

WHEREAS, these same individuals have further demonstrated their commitment to public service by providing free radio communications for local parades, balloon fest, bike-a-thons, walk-a-thons, fairs, and other charitable events; and,

WHEREAS, the American Radio Relay League (ARRL) is the leading organization for Amateur Radio in the USA; and,

WHEREAS, the ARRL Amateur Radio Field Day exercise will take place on June 27 – 29, 2025 at the Cohoctah Township Park, and is a 24-hour emergency preparedness exercise and demonstration of the Radio Amateurs' skills and readiness to provide self-supporting communication without further infrastructure being required;

NOW, THEREFORE BE IT RESOLVED, We, the Cohoctah Township Board, on this day April 9, 2025, do hereby proclaim June 23-29, 2025, as Amateur Radio Week in Cohoctah Township, Michigan.

Mark Fosdick, Township Supervisor

Dated: April 9th, 2025

LARGE ITEM TRASH DAY

SATURDAY, May 3, 2025

8 AM to NOON

COHOCTAH TOWNSHIP PARK

At the corner of Allen Rd. and Preston Rd.

Plan to enter off Allen Rd.

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

Appliances with Freon will be accepted, but we must charge \$20 for each to dispose of them properly.

There is no charge to residents for other items.

There is a 20-tire limit per household.

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

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

ORDINANCE NO. 2025-001

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWNSHIP OF COHOCTAH TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE TOWNSHIP OF COHOCTAH, COUNTY OF LIVINGSTON, MICHIGAN:

Section 1. The Code entitled "Code of General Ordinances, Cohoctah Township, Michigan," published by CivicPlus, LLC, consisting of chapters 1 through 20, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before March 9, 2023, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Except as specifically provided otherwise by state law or township ordinance, all violations of this Code are misdemeanors. Except as otherwise provided by law or ordinance, a person convicted of a violation of this Code that is a misdemeanor shall be punished by a fine not to exceed \$500.00, and costs of prosecution or by imprisonment for a period of not more than 90 days, or by both such fine and imprisonment. However, unless otherwise provided by law, a person convicted of a violation of this Code which substantially corresponds to a violation of state law that is a misdemeanor for which the maximum period of imprisonment is 93 days shall be punished by a fine not to exceed \$500.00, and costs of prosecution or by imprisonment for a period of not more than 93

days or by both such fine and imprisonment. The commission of any violation of this Code that is declared to be a civil infraction shall subject the violator to a civil penalty as provided by state law for municipal civil infractions or trailway municipal infractions, whichever is applicable, and as determined by township ordinance. Except as otherwise provided by law or ordinance, with respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense. As to other violations, each violation constitutes a separate offense. The imposition of a penalty does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions. Violations of this Code that are intermittent or ongoing are a nuisance per se and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent injunctive relief or civil or quasi-judicial enforcement. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the Township may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the Township to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after March 9, 2023, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective 30 days after publication.

Passed and adopted by the Cohoctah Township Board of Trustees this 10th day of April, 2025.

Barbara Fear, Township Clerk

Moved by:

Supported by:

Yeas: _____

Nays: _____

Abstentions:

Absent: _____

I hereby affirm that this Ordinance was duly adopted by the Cohoctah Township Board at its regular meeting on April 10, 2025 to which I add my signature this 10th day of April, 2025 and it shall have an effective date of thirty days after publication.

Barbara Fear, Township Clerk

Final Draft

This Community Recreation Agreement (the "Agreement") is made this First (1st) day of April, 2025 by and among the following Parties:

1. **Fowlerville Community Schools**, a Michigan general powers school district, whose address is 7677 W. Sharpe Road, Suite A, Fowlerville, Michigan 48836;
2. **Village of Fowlerville**, a Michigan municipal corporation, whose address is 213 S. Grand Avenue, Fowlerville, Michigan 48836;
3. **Township of Iosco**, a Michigan municipal corporation, whose address is 2050 Bradley Road, Webberville, Michigan 48892;
4. **Township of Cohoctah**, a Michigan municipal corporation, whose address is 10518 Antcliff Road, Fowlerville, Michigan 48836;
5. **Township of Conway**, a Michigan municipal corporation, whose address is 8015 N. Fowlerville Road, Fowlerville, Michigan 48836;
6. **Township of Handy**, a Michigan municipal corporation, whose address is 135 N. Grand Avenue, Fowlerville, Michigan 48836.

(Individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS:

- Section 11a of the Revised School Code, MCL 380.1 la, permits Fowlerville Community Schools (the "School District") to enter into agreements, contracts, or cooperative arrangements with public entities for the operation of recreation programs; and
- The Parties desire to jointly operate a Community Recreation Program serving the greater areas of the School District, the Village of Fowlerville, and Iosco, Cohoctah, Conway, and Handy Townships.
- The Townships desire to enter an Agreement to partially defray the costs of the registration fees for participants in the Community Recreation Program that reside within the Townships participating in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services to be Performed by the School District.

The Community Recreation Program shall provide recreational programs and activities to the greater areas of the School District, the Village of Fowlerville, and Iosco, Cohoctah, Conway, and Handy Townships. The School District's Board of Education (the "Board of Education") shall serve as the administrative decision-making authority for the Community Recreation Program.

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2. Duties and Responsibilities

a. The Board of Education shall be responsible for the administration and governance of the Community Recreation Program, including, but not limited to the following functions:

1. The Board of Education **shall** hire a full-time Recreation Director. Additional support staff **may** be hired for the administration of the Community Recreation Program at The Board of Education's discretion.

2. The Board of Education may hire, or contract for, temporary or part-time employees such as referees, umpires, field workers, custodians, and program aides on a seasonal basis when necessary.

3. The Board of Education may retain additional paid employees for the purposes of this Agreement. All costs associated with the employment of persons hired to administer or perform under this Agreement shall be included in the cost of the Community Recreation Program.

b. The Board of Education shall approve all activities in the Community Recreation Program.

c. The Board of Education will establish and monitor policies, rules, and regulations to ensure the safety and well-being of program participants.

d. The Board of Education shall establish a process to resolve grievances, complaints, and other concerns, providing reports to participating government units upon request.

e. The Board of Education will prepare a budget for each fiscal year based upon projected expenses and revenues. For the purpose of this Agreement, the fiscal year will run from July 1 through June 30. A proposed budget reflecting the projected expenditures and revenues of the Community Recreation Program and a report of proposed fees for the next fiscal year, beginning July 1, will be sent to each participating government unit in this Agreement by January 31. A member of each participating government unit must be given notice and an opportunity to attend and participate in the annual January budget meeting. The Board of Education shall provide written notice fourteen (14) days in advance of the meeting to each participating government unit. The Board of Education shall not be permitted to adopt the annual budget unless such notice is provided.

3. Fiscal Agent Responsibilities

- a. The Board of Education shall serve as the fiscal agent for the Community Recreation Program and shall employ all necessary staff. All employees hired by the Board of Education will be considered its employees, not the employees of any other Party.
- b. The Board of Education will secure liability insurance for the employees, and volunteers, and provide certificates of insurance naming each participating government unit as an additional insured, upon request.
- c. The Board of Education will conduct all necessary financial transactions for the program, including purchasing, payroll, and other financial activities.
- d. The Board of Education shall maintain separate accounts for all program-related transactions and will allow participating government units to review the books upon reasonable request.
- e. The Board of Education will provide an annual financial report to participating government units showing actual and projected revenues and expenses.

4. Payment and Fees

- a. Registration fees will be charged to participants to help cover program costs. Residents of participating government units will receive a discount off the Registration fee as determined by the Board of Education. Residents of non-participating government units will be charged the full registration fee. It shall be the responsibility of the Board of Education to determine whether a participant is entitled to a discount based on residency.
- b. Each participating government unit will voluntarily pay an annual flat fee, that must be approved by the participating government unit's Board of Trustees. This contribution shall be used to defray the costs of registration fees associated with the Community Recreation Program, for residents of the participating government units. The fee contributed by each participating government unit shall be determined by each participating government unit's Board of Trustees.

The flat fee shall be invoiced annually to each Party after July 1, and payment shall be due thirty (30) days from the date of the invoice.

If a participating government unit fails to approve the annual flat fee or fails to render timely payment, its residents shall be charged the full registration undiscounted rate.

- c. Pursuant to this Agreement, each government unit shall pay the Fowlerville Community Schools as follows:

Village of Fowlerville:

Township of Iosco:

Township of Cohoctah:

Township of Conway:

Township of Handy:

5. Term

This Agreement shall begin on the date above and expire on April 30, 2026. This Agreement can be renewed for successive one-year periods (May 1 – April 30). For each successive term, a Party must notify all other Parties by April 1 of the preceding year if it intends to renew. A Party may withdraw from the agreement at any time by providing 60 days' written notice to all other Parties.

6. Additional Parties

Additional parties may be added to the Agreement upon approval of all Parties. subject to the same terms and conditions.

7. Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes any prior agreements. Any amendments to this Agreement must be made in writing and signed by all Parties.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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9. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Community Recreation Agreement to be executed on the date and year first above written.

Fowlerville Community Schools

By: _____
Date: _____

Village of Fowlerville

By: _____
Date: _____

Township of Iosco

By: _____
Date: _____

Township of Cohoctah

By: _____
Date: _____

Township of Conway

By: _____
Date: _____

Township of Handy

By: _____
Date: _____



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-72818-1

Date:

4/16/2024 8:05 AM

Customer:

COHOCTAH TOWNSHIP
(LIVINGSTON COUNTY),
MICHIGAN

| Product Name | DESCRIPTION | QTY | TOTAL |
|--|---|--------------|--------------|
| Full-Service Supplementation Subscription | Full-Service Supplementation Subscription - Zoning | 1.00 | USD 1,200.00 |
| Code and Supp Year 1 Annual Fee Discount | Year 1 Annual Fee Discount | 1.00 | USD -300.00 |
| Custom OrdBank Subscription | OrdBank Subscription | 1.00 | USD 60.00 |
| Annual Print Supplementation Service Included | Annual Print Supplementation Service Included -Print Schedule - 2 -Zoning | 1.00 | USD 0.00 |
| Printed Copies and Freight Included – up to [#] copies | Printed Copies and Freight Included – up to 15 copies - Zoning | 15.00 | USD 0.00 |
| Annual Recurring Supplement Services - Initial Term | | USD 960.00 | |
| Annual Recurring Supplement Services - (Subject to Uplift) | | USD 1,260.00 | |

1. This Statement of Work (“SOW”) is between Cohoctah Township, MI (“Customer”) and CivicPlus, LLC (“CivicPlus”), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
2. This SOW shall begin on 7/1/2025 (“Effective Date”) and all the services provided to Customer listed in the above line items (the “Services”) shall align to renew annually on each anniversary of the Effective Date (“Renewal Date”). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.
3. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-72818-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

3/12/2025

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Addendum 1

| | |
|--|--|
| <p>This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.</p> <p>1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.</p> <p>2. Limitations of Services. Annual Recurring Supplement Service does NOT include:</p> <ul style="list-style-type: none">• Additional copies, reprints, binders, and tab orders;• Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;• Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;• Legal work, creation of fee schedules, gender-neutral review/ implementation, external linking;• Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;• Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;• Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;• Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.• The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and• Online Code hosting and online features, this is listed separately. <p>For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.</p> <p>3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.</p> | <p>4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.</p> <p>5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.</p> <p>6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.</p> <p>7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.</p> <p>8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.</p> <p>9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.</p> <p>10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.</p> |
|--|--|

Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

**GROUND LEASE AGREEMENT
BETWEEN
LIVINGSTON COUNTY AND
COHOCTAH TOWNSHIP**

THIS GROUND LEASE is made and entered into this _____ day of _____, 2025, by and between **COHOCTAH TOWNSHIP**, 7304 Oak Grove Rd., Howell, MI 48843 ("Landlord"), and **LIVINGSTON COUNTY**, a municipal corporation, with an address of 304 E. Grand River Ave., Suite 201, Howell, MI 48843 ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of certain real property more particularly described on Exhibit A (the "Property"); and

WHEREAS, Landlord wishes to lease a portion of the Property to Tenant more particularly described on Exhibit B (the "Leased Property"), and Tenant wishes to lease the Leased Property from Landlord; and

WHEREAS, Landlord acknowledges that Tenant presently intends to construct, operate and maintain an emergency medical service ("EMS") base (the "EMS Base" or "Improvements") on the Leased Property; and

WHEREAS, Landlord desires to lease certain property to Tenant to operate the EMS Base; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Lease.

A. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Property which shall be the designated portion known as 3260 W. M-36, Pinckney, MI 48169, and legally described on Exhibit B, attached hereto, and, together with a grant of right to utilize all of Landlord's easements and appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power, communication, internet, other utility lines and for driveways and approaches to and from abutting highways, for the use and benefit of the Leased Property, to have and to hold the Leased Property during the Term of this Lease, an extended term, a holdover term or unless and until sooner terminated as expressly provided in this Lease, together with the easements and rights granted to Tenant as described in this Lease.

B. Landlord warrants that it has fee simple title to the Property and Leased Property and that the Leased Property shall be delivered to Tenant free and clear of all claims, obligations, mortgages, assessments, liens and encumbrances of any nature whatsoever.

C. Landlord represents and warrants that it has no actual knowledge of any public or private restrictions, easements or conditions of any kind whatsoever, including, but not limited to, those appearing in the title to the Leased Property or in any plat thereof, nor any ordinances, statutes or regulations, including, but not limited to, set-back, side-yard and buffer restrictions, sign, curb-cut and parking requirements, that would in any manner prevent, limit or restrict the use of the Leased Property by Tenant for the Permitted Uses in the manner herein intended.

D. Landlord also grants to Tenant, appurtenant to the leasehold estate, the easements and rights in the nature of easements required for Tenant's use of the Leased Property, including, but not limited to, perpetual, non-exclusive utility easements, storm water and sewer easements, detention easements, parking easements sufficient for Tenant's intended use of the Leased Property, and ingress/egress easements for vehicular and pedestrian access from and to the Leased Property from dedicated public roads over and across and through adjoining tracts and other necessary tracts.

E. Landlord and Tenant shall execute and record, at Tenant's expense, a recordable Memorandum of Lease.

2. Term.

A. The term of the Lease shall be ninety-nine (99) years from the Commencement Date, subject to termination as otherwise provided in this Lease (the "Term").

B. Tenant shall have the right to renew the initial Term for up to twenty (20) additional rental periods of five (5) years, by providing Landlord with written notice not less than ninety (90) days prior to the expiration of the initial Term. Landlord agrees to accept the rent set forth in this Lease for any extension or for any holdover. Such extended or holdover tenancy, in the absence of mutual written agreement to the contrary, shall be subject to all the terms of this Lease, except as to the Term.

C. Notwithstanding the Term or any other provision of this Lease, Tenant may terminate this Lease for any reason upon one hundred eighty (180) calendar days' written notice to Landlord. In the event of such early termination, the Landlord's sole and exclusive remedy for such early termination shall be either: i.) Tenant's surrender of the Improvements to the Landlord in as-is condition; or ii.) at the request of Landlord, and at Tenant's cost, the demolition and removal of the Improvements from the Leased Property.

3. Surrender.

A. At the expiration of the Term, an extended term, a holdover term or the earlier termination of this Lease, Tenant agrees to surrender and deliver to Landlord the Leased

Property including Improvements as then constituted and in as-is condition, or Landlord may require that Tenant demolish and remove the improvements from the Leased Property.

B. Tenant, at all times during the term of this Lease and prior to surrender, reserves the right but not the responsibility to remove the Improvements from the Leased Property.

C. Tenant shall have the right at any time during the Term, an extended term, a holdover term or the earlier termination of this Lease, to remove all or any furnishings and equipment from the Leased Property provided that such encumbrance shall at all times be subject and subordinate to, and shall not affect or become a lien upon, Landlord's right, title or estate in the land itself or the Leased Property.

D. Tenant shall have the absolute right to pledge, encumber or hypothecate its interest in the Improvements and in this Lease without the consent of Landlord.

E. Tenant shall have the absolute right to assign or subcontract its interest in the Improvements and in this Lease without the consent of Landlord so long as it is for or in furtherance of a Permitted Use. Any other assignment or sublease is not permitted without the prior written consent of the Landlord.

4. Use of the Leased Property.

A. Construction of Improvements. Tenant shall be solely responsible for the costs and have discretionary authority over all design and construction and decisions regarding the Improvements, including, but not limited to, construction schedule, building design, layout, fixtures and selection of contractor(s) or materials related to the construction of the Improvements. Tenant, at its own expense, shall furnish the EMS Base or the Improvements. Tenant will be responsible for obtaining any legally required licenses, permits or approvals required by any federal, state or local authority in connection with its use of the Leased Property. Landlord will reasonably cooperate with Tenant and provide the necessary documents to obtain such licenses, permits and approvals; provided, however, that nothing in this Lease obligates Landlord to act or omit to act when acting in its governmental capacity.

B. Permitted Uses. Tenant shall use and occupy the Leased Property in connection with the provision of public services and staffing assigned at Tenant's discretion. The public services are initially intended to be EMS services and any incidental and related business, but could also include future public safety services including, but not limited to, a future established EMS authority, a multi-jurisdictional or regional EMS entity, law enforcement outpost, public health satellite, veterans affairs outreach, MSU extension or other non-commercial and non-residential public services.

In no case may the Leased Property be utilized by the Tenant for any activity deemed extra hazardous on account of fire. The Leased Property shall not be utilized by the Tenant or successor for residential/boarding or other uses incongruent with the operation

of the township campus (such as group homes, homeless shelters, animal shelters) nor for commercial use without approval of Landlord. Tenant shall not use the Leased Property, or permit the Leased Property to be used, for the doing of any act or thing that constitutes a violation of any law, order, ordinance or regulation of any government authority. Nothing in this Agreement shall be interpreted to require that the Tenant maintain services, provide a level of minimum staffing or establish or maintain any hours of operation for services at the Leased Property. Tenant retains and shall have the sole and exclusive right to manage and operate all of its operations and activities within applicable ordinances as to all matters not specifically and expressly limited by this Lease.

C. Irrespective of any other provisions of this Lease, the obligations of Tenant under this Lease are conditioned upon Tenant's sole satisfaction of the following items: (i) the proper zoning of the Leased Property and issuance of appropriate permits for the construction of the contemplated Improvements and use thereof by Tenant; (ii) the issuance to Tenant of all permits, licenses and approvals by all public authorities which are required in order for Tenant to carry on its business or construct the contemplated Improvements upon the Leased Property; (iii) the soil and subsurface of the Leased Property conforming in their present condition to Tenant's requirements for construction and maintenance of the contemplated Improvements. If Tenant is not satisfied with any of the foregoing, the Lease shall terminate upon written notice to Landlord, and neither Party shall have any further rights, obligations or duties to the other.

D. Exterior Signage. The EMS Base shall have an exterior sign that is consistent with County EMS branding. Tenant shall be solely responsible for the costs of the signage. Tenant shall have discretionary authority over all design and placement of such signage. Tenant shall manage design, fabrication and installation of the signage. Landlord, without expense to itself, shall cooperate with Tenant in securing any permit and authority necessary, from time to time, for the erection or installation of said sign.

If a signage is erected, then upon the expiration of this Lease, Tenant shall, at its own expense, remove said sign from the Leased Property, repair any damage to the Leased Property caused thereby, and restore the signage portion of the Leased Property to the same condition, reasonable use and wear thereof and damage by the elements excepted. Tenant shall comply with all applicable laws and regulations with regard to installation and removal.

E. Access. Use or entry to the Improvements is restricted to personnel or invitees of the Tenant. Tenant shall permit authorized representatives of Landlord, with reasonable notice by the Landlord and at reasonable hours when the Improvements are staffed, access to the Leased Property provided that said limited access will not interfere unreasonably with the activities of Tenant or Tenant's employees.

F. Alterations or Replacement of Improvements. Tenant may, from time to time during the Term, an extended term or a holdover term, at its own expense and in its sole discretion, remodel the Improvements, construct additional or replacement Improvements, install trade fixtures and make such structural or nonstructural changes, alterations, additions and improvements on or to the Leased Property which it may deem

necessary or desirable to better adapt, in the sole judgment of the Tenant, the Leased Property for the Permitted Uses, but same shall be done in a good and workmanlike manner and in accordance with all valid municipal and state requirements applicable thereto.

Upon the expiration of the Term, an extended term, a holdover term or the earlier termination of this Lease, Tenant may remove such decorations, changes, alterations, additions, improvements and trade fixtures installed by it on or to the Leased Property if such removal will not do substantial damage to the structural Improvements which may be surrendered to the Landlord. Any decorations, changes, alterations, additions, improvements and trade fixture which are not removed by Tenant upon the expiration of the Term, an extended term, a holdover term or the earlier termination of this Lease will become the sole property of Landlord.

5. Carefree Lease. It is expressly understood and agreed by Tenant that this is a carefree lease and that all costs, expenses, liabilities and obligations arising from, or in connection with, the use and occupancy of the Leased Property during the Term, extended term or a holdover term shall, except as may be expressly otherwise provided herein, be borne by and be the obligation of Tenant.
6. Rent. Tenant covenants and agrees to pay One and NO/100 Dollar (\$1.00) per year to Landlord as rent for the Leased Property, such rent to be payable to Landlord at Landlord's above address in advance, without any setoffs or deductions. At the Tenant's option, rent for multiple years or the entire Term, or for an extended term, may be paid in advance.
7. Interest. Any rent, late fees or other sums payable by Tenant to Landlord under this Lease which are not paid within thirty (30) days after the same are due will bear interest at a per annum rate equal to ten percent (10%) of the amount unpaid. Such interest shall be due and payable as additional rent on or before the next rental payment date and will accrue from the date that such rent, late charges or other sums are payable under the provisions of this Lease until actually paid by Tenant.
8. Utilities. Tenant shall undertake and be responsible for having all utilities metered and installed in its name relating to the Leased Property and agrees to pay, on or before the date due, all charges for same directly to the respective utility companies.
9. Snow Removal, Lawn Maintenance and Trash Removal. Tenant shall be responsible for trash removal, lawn maintenance, landscaping and snow removal at the Leased Property.
10. Property Taxes. The Parties acknowledge Landlord and Tenant are tax exempt. Tenant shall not be responsible for property taxes (as hereinafter defined) so long as Tenant is an entity exempt from property taxes. Landlord agrees not to take any action or undertake any conveyance of the Leased Property which may jeopardize the tax-exempt status of the Leased Property without prior notice and written approval by the Tenant.

11. Maintenance of the Leased Property. During the Lease Term, Tenant shall be responsible to keep and maintain the Leased Property in good repair, and Tenant shall not allow, suffer or permit the condition of the Improvements to constitute a nuisance.

Landlord covenants to operate and maintain the parking areas and sidewalks in good repair. The Landlord and Tenant shall share, on a proportionate basis to the number of dedicated parking spaces reserved for use by the Tenant, the costs of resurfacing and repair of the parking area, ingress and egress driveways and sidewalks. The Landlord shall obtain approval of the cost estimate and repairs by the Tenant prior to engaging in such repairs.

12. Insurance.

A. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense, will procure, maintain and keep in force commercial general liability insurance for claims for personal injury, death or property damage, occurring in or about the Leased Property, with limits of not less than \$2,000,000.00 in respect to death or injury of a single person or to any one accident, and not less than \$1,000,000.00 in respect to property damage. The minimum insurance limits in this paragraph shall be adjusted during the term of this Agreement at least in intervals every five (5) years in an amount not less than the cumulative consumer price index increase for the preceding five (5) year period.

B. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense, will procure, maintain and keep in force fire, extended coverage, vandalism and malicious mischief insurance on the Improvements to be constructed or installed on the Leased Property by Tenant and the Tenant's equipment for the full insurable value thereof. In the event of any loss covered by such insurance, the proceeds therefrom shall be payable to Tenant.

C. Certificates for all such insurance will be delivered to Landlord.

D. Tenant may, at its option, provide the insurance required under this Section in a blanket policy or policies of insurance.

13. Destruction of the Improvements or Condemnation.

A. If the Improvements on the Leased Property shall be damaged or destroyed by fire or other casualty, Tenant may, but is not required to, reconstruct the Improvements or make necessary alterations, repairs and/or replacements to such Improvements. If Tenant elects, in its sole judgment, to not reconstruct or make alterations, repairs or replacement, then Tenant may, by written notice to Landlord, cancel this Lease as of the date of such damage, with insurance proceeds being paid to Tenant. However, in such event, it shall be the responsibility of Tenant to, and Tenant shall bear the sole costs of, demolition, dismantling and removal of the Improvements from the Leased Property.

- B. If the whole or a portion of the Leased Property shall be appropriated or condemned under power of eminent domain or by any competent authority for any public or quasi-public use or purpose during the Term of this Lease or any renewal or extension hereof, Tenant reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Lease and its loss of its interest under that Lease caused by such appropriation or taking, together with damages based on the value of fixtures and Improvements erected or installed on the Leased Property and other damages Tenant may sustain for removal, relocation and replacement costs and expenses caused by such appropriation or taking. Such claim by Tenant shall not impair any rights of Landlord for such appropriation and taking of, or the injury to, the Landlord's interest in this Lease and/or to Landlord's remainder interest in the Property. In such event, this Lease shall terminate when Tenant can no longer use the Leased Property.
14. Compliance with Law. Tenant hereby covenants to Landlord that it will comply with all laws governing signage, outside storage, land use and other local requirements as well as county, state and federal laws applicable to the use and operation of the Leased Property.
15. Event of Default, Remedy and Right to Cure.
- A. Default. The following shall each constitute an "Event of Default":
1. Tenant fails to make any required payment due under this Lease.
 2. Tenant or Landlord fails to perform any obligation or condition or to comply with any term or provision of this Lease.
- B. Remedy. Upon the occurrence of an Event of Default which continues for a period of thirty (30) days after receiving written notice of the default, if such Event of Default is not cured, then the non-defaulting Party has the right to terminate this Lease.
- C. Landlord and Tenant's Right to Cure Default. If Landlord or Tenant shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to pay rent, make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then the other Party shall have the right, at its option, after notice to the other Party, to cure such breach at the other Party's expense.
16. Covenant of Quiet Enjoyment. Landlord covenants that Tenant, upon performing its covenants and agreements herein set forth, shall and may peacefully and quietly have, hold and enjoy said Leased Property during the term of this Lease.
17. Notices. All notices required or permitted under this Lease shall be deemed properly served if mailed to the addresses of the Parties hereto. Unless hereinafter changed by notice in writing, notices shall be sent to:

Landlord:

Cohoctah Township Supervisor
7304 Oak Grove Rd.
Howell, MI 48843

Tenant:

Livingston County Administrator
304 E. Grand River Ave.
Howell, MI 48843

With copy to:

Livingston County EMS Director
1911 Tooley Rd.
Howell, MI 48855

18. Failure to Require Strict Performance. A Party's failure to require strict performance of any of the provisions of this Lease shall not waive or diminish the Party's right to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. Rights under this Lease are cumulative and not alternative.
19. Amendment. This Agreement may be amended only by the mutual consent of the Parties, upon official action of the County Board of Commissioners and the Township Board each approving said amendment, and by the execution of said amendment by the Parties to this Agreement or their successors in interest
20. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.
21. No Third-Party Beneficiaries. This Lease is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Lease.
22. Successors and Assigns. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, heirs, legal representatives and permitted assigns.
23. Severability. If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Term, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

- 24. Not a Partnership. The provisions of this Lease are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the Parties.
- 25. Governing Law. The laws of the state of Michigan shall govern the interpretation, validity, performance and enforcement of this Lease.
- 26. Entire Agreement. This Lease constitutes the entire agreement between the Parties and may be modified only by writing signed by both Parties.
- 27. Construction. Tenant acknowledges that Tenant and Tenant’s counsel have closely reviewed this Lease and been afforded the opportunity to obtain the advice of counsel in connection with such review. In light of this, Tenant agrees that the standard rule of construction that ambiguous language be construed against the drafter shall not apply to this Lease.
- 28. Right of First Refusal. If, at any time during the Term or extended term, Landlord shall receive a bona fide offer from any person, persons, organization or organizations to purchase in whole or in part the Leased Property, the Landlord shall promptly send to Tenant a copy of the proposed contract and notify the Tenant of its intention to accept the offer. Tenant shall have the right within thirty (30) days to accept the terms of the contract in writing to purchase the Leased Property for the purchase price and on the terms specified in the contract. If the Tenant shall not so elect within such period, Landlord may then sell the Property to the offeror provided the sale is on the terms and conditions and for the price set forth in the contract sent to Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed and delivered this Lease the day and year first above written.

COUNTY OF LIVINGSTON

TOWNSHIP OF COHOCTAH

 Jay Drick, Chair
 County Board of Commissioners

 Mark Fosdick, Supervisor

Dated: _____, 2025

Dated: _____, 2025

APPROVED AS TO LEGAL FORM FOR
 COUNTY OF LIVINGSTON ON 03/25/2025:
 COHL, STOKER & TOSKEY, P.C.
 By: RICHARD D. McNULTY (P41668)

 Barb Fear, Clerk

Dated: _____, 2025