

**SPECIAL COUNCIL MEETING  
TIERNEY PARK 7410 SIMONS STREET  
LEXINGTON, MI 48450**

**AGENDA**

**DATE OF MEETING:** TUESDAY, JUNE 9, 2020  
**TYPE OF MEETING:** SPECIAL COUNCIL MEETING  
**TIME OF MEETING:** 6:00 P.M.

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER / SPECIAL COUNCIL MEETING**

**ROLL CALL BY CLERK**

**PUBLIC COMMENT**

**BUSINESS:**

**ADMINISTRATION Pages 1-9**

- A. MOBILE HOME PARK APPLICATION TO RESIDE - AMENDMENTS
- B. MOBILE HOME PARK LEASE – AMENDMENTS
- C. MOBILE HOME PARK BLUFF DISCUSSION
- D. DDA BOARD APPOINTMENT

**CORRESPONDENCE**

**PUBLIC COMMENT**

**COUNCIL PERSON COMMENTS**

**ADJOURNMENT**

# Lexington North Shore Mobile Home Park

## Application to Reside

Name: First \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Work: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Social Security #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Drivers License #: \_\_\_\_\_

Spouse's Name: First \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

Spouse's Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Social Security #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Spouse's Drivers License #: \_\_\_\_\_

# of Occupants: \_\_\_\_\_ # of Pets: \_\_\_\_\_

### Source of Household Income

Current Employer: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Length of Employment: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Length of Employment: \_\_\_\_\_

Other Sources of Income? \_\_\_\_\_

Total Household Income Per Month: \$ \_\_\_\_\_

### Previous Employers/References

Employer: \_\_\_\_\_ Phone #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Other: \_\_\_\_\_ Phone #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Other: \_\_\_\_\_ Phone #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## References

Present Landlord/Mortgage Holder: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A non-refundable application fee of \$50.00 per applicant is due upon application to the park.** Applicant recognizes that all facilities are for the use of the Residents of the Park and if accepted as a Resident, agrees to abide by the terms of the Lease Agreement to be signed, including all rules and regulations which may be part of the rental agreement or set forth by all Village of Lexington as necessary. **A security deposit equivalent to one month's rent is required upon signing the Lease Agreement.**

**All prospective Residents must complete this rental application, be approved for residency, pay the security deposit and complete all the required paperwork prior to occupying the leased premises. Management reserves the right to reject a prospective Resident for any reason not prohibited by law. If any false or misleading information or a statement is provided to management on the rental application or during the application process, management reserves the right to reject the prospective Resident and, if the application is approved and a tenancy has commenced prior to management's discovery of the false or misleading information or statement, management reserves the right to immediately terminate the tenancy.**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## Credit/Criminal Check and Financial Review Policy

To avoid lot payment defaults and costly procedures for collections for non-payment of rent obligations, the Village of Lexington requires credit background checks, criminal record checks and a financial review as part of the application process.

### A. Credit Report:

LNSMHP will use All-State Credit Bureau services to generate a Credit Report.

Substantial evidence of previous payment lapses could lead to denial of one's application.

**A credit score of 660 or above is required.**

### B. Financial Analysis:

An applicant must have sufficient household income to pay housing expenses. Forty Percent (40%) of declared household income is sheltered to cover lot and housing payments. Housing expenses above 40% of household income will cause denial of one's application. **Applicant must provide copies of pay stubs for the past two months or show proof of household income.**

### C. Criminal Record Check

## FINANCIAL STATEMENT

*Please list any monthly household expenses below:*

Mortgage or Rent Payment: \_\_\_\_\_

Utilities: \_\_\_\_\_

Phone: \_\_\_\_\_

Cable or Satellite Dish: \_\_\_\_\_

Auto Loan or Lease: \_\_\_\_\_

Auto Insurance: \_\_\_\_\_

Other: \_\_\_\_\_

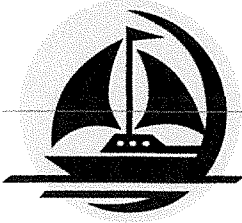
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Lexington North Shore  
-Village of Lexington  
North Shores Mobile Home  
Park

**Lease Agreement**

THIS AGREEMENT is entered into on \_\_\_\_\_, between the, LEXINGTON NORTH SHORE Agent for Owner (“**Landlord**”) Village of Lexington and \_\_\_\_\_ (“**Tenant**”), by which the Landlord hereby leases to Tenant Lot # \_\_\_\_\_ located at 5103 Main Street, Lexington, MI 48450 in the Village of Lexington Municipal Mobile Home Park, Village of Lexington, Sanilac County, Michigan (“**Premises**”), to use and occupy as a private residence by the Tenant and those members of his/her family stated below on a month to month basis with the Tenant paying rent in the amount of \$ \_\_\_\_\_ per month (Payment includes land use, water, sewer, and trash pick up). A Security Deposit equal to one months rent is due upon signing this lease for all **NEW** tenants. Checks are to be made payable to the Village of Lexington. Automatic withdraw is also available.

If a Tenant shall default in the payment of any rent provided herein, including late charges, or breach any covenant hereof or any of the park rules and regulations incorporated herein by reference, then it shall be lawful for the Landlord, its attorney, representatives, and assigns to reenter into, repossess said premises, and to remove the Tenant and each and every occupant pursuant to applicable state law.

Additional terms and conditions incorporated in this Lease are as follows:

1. Type of Lease: Year-round Lot - Annual automatic renewal unless a thirty-day notice of cancellation by either party.

2. Names of persons to occupy the premises other than those named above are:

Name	Age	Relationship to Tenant

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3. Pets occupying the premises with approval of the Landlord are: (2 dog max and must provide pet records)

\_\_\_\_\_

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4

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4. Tenant's mobile home to be placed on the premises leased hereunder is more particularly described as:

Make of Mobile Home	Year
Size of Mobile Home	Serial Number

5. Each tenant must carry fire, liability, and extended coverage insurance insuring the mobile home contents and other property and/or improvement owned by Tenant. Said insurance must include liability limits of at least \$100,000.00. Tenant must submit proof of insurance from an insurance company licensed with the State of Michigan to Landlord at time of executing this lease ~~and annually upon renewal of insurance.~~
6. Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said premises.
7. Tenant shall make no alterations, additions or improvements to the premises without the Landlord's prior written consent. Landlord or its agent shall have free access at all reasonable hours to the premises for the purpose of inspection and repairs. Work may be contracted to another provided the individual is licensed by the State of Michigan and is fully insured.
8. Tenant hereby acknowledges that he/she has examined the premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the condition or state thereof have been made by Landlord which are not herein expressed and the Tenant hereby covenants and agrees that the premises meet the standards of fitness and habitability set forth under No. 292 of Public Acts of 1968. Tenant hereby agrees that he will not cause, allow or permit any waste, misuse or neglect of the premises.
9. Landlord, its employees and agents, are not responsible or liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of other Tenants, their guests or invitees, or of any trespassers, or any loss or damages resulting to Tenant from bursting, stoppage, backing up or leaking of water, gas, electricity or sewers, or cause or causes whatsoever, except those imposed on Landlord by law. Further, Tenant agrees that Landlord shall not be liable for any damage or injury to persons or property occurring on the common areas, playground, or recreational facilities of the Landlord, except for injuries and damages caused by the Landlord's negligence or otherwise imposed by law. In the event of injuries to the Tenant or his/her family through negligence of the Landlord, the Tenant agrees to give the Landlord a written notice of the occurrence of said injury within five (5) days of the happening thereof. Said notice must be in writing and delivered to Landlord Agent at its office in the Village Office. In the event the said premises hereby leased is damaged by fire or any other cause due to the acts, omissions, neglect and/or negligence of Tenant, his family, guests or invitees, the Tenant hereby covenants and agrees to restore the damaged premises to its original condition and the Tenant shall

utilize contractors, mechanics, painters, and other workmen approved by the Landlord. There shall be no abatement for any rent under this Lease if the premise is destroyed partially or in whole by fire or others of nature. It is expressly understood and agreed that there shall be no rent abatement for any delay in repairs to be made by Landlord unless said delay exceeds 30 days and the premises are rendered uninhabitable by the need for said repairs in which event any abatement shall only commence on the 31<sup>st</sup> day. It is further expressly understood and agreed that, whenever repairs to be made by Landlord are delayed because of factors beyond its control, the obligations of Tenant hereunder shall not be affected thereby nor shall any claim accrue to the Tenant against the Landlord or its assigns by reason thereof.

10. If the Tenant shall default on any of the covenants herein or violates any of the Park Rules and Regulations, or if the Landlord shall deem any conduct objectionable or improper on the part of Tenant, Tenant's children or guests, Landlord may terminate this Lease forthwith.
11. Tenant agrees to pay a late charge of \$35.00 for any payment not paid in full within five (5) days of its due date. Non-payment by the 15<sup>th</sup> of the month will result in written legal notice.
12. Upon termination of this Lease, Tenant shall surrender the premises to Landlord in the same condition they were in on the commencement of Tenant's tenancy, given reasonable wear and tear. Upon satisfactory inspection the security deposit payment will be returned to the tenant.
13. The Landlord may release the tenant from this lease with 30-day notice provided there is just cause and all monies owed are paid to date.
14. NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS LEASE AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT, IF YOU HAVE ANY QUESTIONS ABOUT THE INTERPRETATION OF LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.
15. Tenant shall address all correspondence and all notices required herein to Landlord's Agent at the following address, which this address may be modified from time to time

**Village of Lexington Office  
7227 Huron Avenue, Suite 100  
Lexington, Michigan 48450**

16. All notices may be sent to the Tenant at the following address or at such other address as provided to Landlord in writing:

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<b>Number/Street</b>	<b>City/State/Zip Code</b>
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**Email Address**

**Home/Work Phone**

**Cell Phone**

- 17. The execution of this Lease does not guarantee or reserve a lot in the Lexington North Shores Municipal Mobile Home Park for any term beyond that specifically provided herein. Landlord retains exclusive control over the selection of persons to whom lots shall be leased.
- 18. Landlord will not discriminate against anyone based on sex, race, color, creed, national origin, age, marital status, size or handicap.
- 19. In the event that the Michigan Legislature changes the amount of fee in lieu of tax on Mobile Homes that the fee is passed on to the Mobile Home Owner. Personal property tax assessments are the responsibility of the tenant.

~~20. HUD approved pads for empty lots—see attachment A.~~

~~21-20. Tenant acknowledges receipt of the Park Rules and Regulations, which govern the premises, and hereby agrees to comply with the same.~~

~~Tenant's/Tenants Initial \_\_\_\_\_~~

~~22-21. The Village of Lexington's Mobile Home Park is currently designated a high-risk erosion area by the State of Michigan. Due to the designation there are recommendations and requirements the landowner must meet to be in compliance. In order to lower the risk to the Village, ensure the safety of the residents and adhere to the State guidelines the Villages may require the relocation of the mobile homes currently on the bluff that reside within the setback area designated by the State of Michigan.~~

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~~I acknowledge I have read and understand the foregoing paragraph and therefore accept the possibility that I may have to relocate my mobile home off of its current bluff lot at the direction of the Village. The Village of Lexington North Shores Mobile Home Park is currently designated a high-risk erosion area by the State of Michigan. Due to the designation, there are recommendations and requirements the Village of Lexington must meet to be in compliance with State rules and regulations. In order to ensure the safety of the residents and adhere to the guidelines set forth by the State of Michigan, the Village of Lexington may require the relocation of certain mobile homes, including but not limited to those currently located in the setback area designated by the State of Michigan.~~

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~~AA I acknowledge that I have read and understand the foregoing paragraph and, if it is deemed necessary and prudent, agree to relocate my mobile home at the direction of the Village of Lexington.~~

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Tenant \_\_\_\_\_ Date \_\_\_\_\_

17



\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Holly Tatman, Village Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Grohman, Village Clerk

\_\_\_\_\_  
Date

EEG5/20/2014

Amended August 28, 2017 June XX, 2020

