

# ONEKAMA TOWNSHIP ANTI-NOISE AND PUBLIC NUISANCE ORDINANCE

2005-2

An ordinance # 2005-02 of the Onekama Township Ordinances to secure the public health, safety and general welfare of the residents and property owners of the Township of Onekama, Manistee County, Michigan, by the regulation of noise which creates a public nuisance.

THE TOWNSHIP OF ONEKAMA, MANISTEE COUNTY, MICHIGAN ORDAINS:

Section 1. The Township of Onekama Code of Ordinances is hereby amended by the addition of a new Ordinance 2005-02 which shall read as follows:

## 2005.02 REGULATION OF NOISE

### 2005-02 A Definitions

The following terms used in this chapter are defined as follows:

### 2005-02 B Anti-Noise Regulations

- A. General regulation – no person, firm or corporation shall cause or create any unreasonable or unnecessary loud noise or disturbance, injurious to the health, peace, or quiet of the residents and property owners of the township.
- B. Specific violations – the following noises and disturbances that shall cause or create any unreasonable noise or disturbance are hereby declared to be a violation of this chapter; provided, however, that the specification of the same is not thereby to be construed to exclude other violations of this chapter not specifically enumerated:
  - 1. The playing of any radio, phonograph, television, or other electronic or mechanical sound-producing device, including any musical instrument, loud speaker or other instrument or sound amplifying device between the hours of 1 a.m. and 7 a.m. in such a manner or with such volume as to unreasonably interfere with any other person's quiet enjoyment of his or her property.
  - 2. Yelling, shouting hooting or singing on the public streets between the hours of 1 a.m. and 7 a.m., or at any time or place so as to unreasonably interfere with any person's quiet enjoyment of his or her property.
  - 3. The emission or creation of any excessive noise which unreasonably interferes with the operation of a school, church, hospital or court.

4. The keeping of any animal, bird or fowl, which emanates frequent or extended noise which shall unreasonably interfere with any person's quiet enjoyment of his or her property; such as allowing or permitting any dog to bark repeatedly in an area where such barking can be clearly heard from nearby residential property.
5. The operation of any automobile, motorcycle or other vehicle so out of repair or so loaded or constructed as to cause loud and unnecessary grating, grinding, rattling, or other unreasonable noise including the noise resulting from exhaust, which is clearly audible from nearby properties and unreasonably interferes with any person's quiet enjoyment of his or her property. The modification of any noise abatement device or any motor vehicle engine, or the failure to maintain same so that the noise emitted by such vehicle or engine is increased above that emitted by such vehicle as originally manufactured shall be in violation of this section.
6. The sounding of any horn or other device on any motor vehicle which emanates frequent or extended noise which shall unreasonably interfere with any person's quiet enjoyment of his or her property, unless necessary to operate said vehicle safely or as required by the Michigan Motor Vehicle Code.
7. The discharging of the exhaust of any steam engine, internal combustion engine, motor vehicle, motor boat engine, or drilling rigs except through a muffler or other similar device which will effectively prevent loud or explosive noises. The modification of any noise abatement device on any motor vehicle or engine, or the failure to maintain same so the noise emitted by such vehicle or engine is increased above that emitted by such a vehicle as originally manufactured and which emanates frequent or extended noise which shall unreasonably interfere with any person's quiet enjoyment of his or her property, shall be in violation of this section.
8. The erection, excavation, demolition, alteration, or repair of any building or premises, including streets and highways, in such a manner as unreasonable interferes with any other person's quiet enjoyment of his or her property, other than between the hours of 7:00 a.m. and sundown on any day, except in cases of urgent necessity in the interest of public health and safety. In such case, a permit shall be obtained from the zoning administrator or ordinance enforcement officer of the township, which permit shall limit the periods that the activity may continue.
9. The creation of a loud or excessive noise which shall unreasonably interfere with any person's quiet enjoyment of his or her property in connection with the operation, loading or

unloading of any vehicle, trailer, railroad car, or other carrier or in connection with the repairing of any such vehicle in or near residential areas.

10. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention to any performance, show, sale, display or other commercial purpose between the hours of 1 a.m. and 7 a.m. which unreasonably interferes with any other person's quiet enjoyment of his or her property.
11. The operation of any machinery, equipment, or mechanical device so as to emit loud noise, with the exception of machinery on a working farm, which shall unreasonably interfere with any person's quiet enjoyment of his or her property.
12. The operation of any race track, proving ground, testing area or obstacle course for motor vehicles, motorcycles, boats, racers, automobiles or vehicles of any kind or nature where the noise emanating there from unreasonably interferes with any person's quiet enjoyment of his or her property. Under no circumstances shall any race track, proving ground, testing area or obstacle course operate after 12 a.m. on any evening.

C. Exceptions – none of the prohibitions hereinbefore enumerated shall apply to the following:

1. Any police vehicle, ambulance, fire engine or emergency vehicle while engaged in necessary emergency activities.
2. Excavation or repair of bridges, streets or highways or other property by or in behalf of the State of Michigan, Township of Onekama, or the County of Manistee, between sundown and 7 a.m. when the public welfare, safety and convenience render it impossible to perform such work during other hours.
3. Warning devices emitting sound for warning purposes as authorized by law.
4. Legally licensed businesses that offer dancing, entertainment, and/or similar activities, including activities at the Manistee County Fairgrounds, shall be subject to the hours of 1:00 a.m. and 7:00 a.m. as hours of noise restriction.

**Section 2.** All Onekama Township Ordinances in conflict herewith are hereby repealed to the extent of the conflict.

**Section 3.** This Ordinance shall become effective thirty (30) days following its introduction, adoption and publication as required by law.

**Those voting in favor: Beebe, Wisniski, Acton, Mathieu**

**Those voting against: None**

Those absent: Meister

**ORDINANCE DELCARED**

**Passed**

Helen Mathieu  
Onekama Township Clerk

**CERTIFICATION**

I, Clerk of Onekama Township, Manistee County, Michigan do hereby CERTIFY that the forgoing is a true and correct copy of the Ordinance adopted by the Township Board at a regular meeting held on the 1st day of March 2005.

*Helen Mathieu*

Helen Mathieu  
Township Clerk

**PUBLIC RECORD  
CERTIFICATION**

The undersigned custodian of the attached public record hereby certifies that the foregoing is a true and correct copy of the original public record in his/her possession or under his/her control.

Date: 3-1-05

*Helen Mathieu*  
Clerk, Onekama Township

## Agreement for Police Protection

This agreement, made and entered in to this 5<sup>th</sup> day of April, 2005, by and between the Township of Onekama of 5435 Main St., Onekama, Michigan, 49675 (hereafter the "Township") and the County of Manistee of 415 Third Street, Manistee, Michigan (hereinafter the "County");

### RECITALS:

**WHEREAS**, the maintenance and enforcement of law and order, and thus the preservation of the health, safety and general welfare of the residents of the Township, are of the utmost importance to the Township; and

**WHEREAS**, the Township wishes to call upon and contract with the County to obtain and secure the performance of law enforcement services during the Manistee County Sheriff's regularly scheduled road patrol periods; and

**WHEREAS**, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL 41.181), 1851 PA 156, as amended (MCL 46.11 (p)), 1973 PA 139, as amended (MCL 45.556 (p)), and 1846 RS c16, as amended (MCL 41.2);

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### ARTICLE I SERVICES TO BE PROVIDED

- 1-1 The Township agrees to provide, through the County sheriff, at no cost to the Township, police protection and other law enforcement services within the geographical boundaries of the Township in the manner hereinafter set forth.
- 1-2 Except as may otherwise be hereinafter set forth, such police protection provided shall encompass the duties, responsibilities and functions within the jurisdiction of, and customarily rendered by the County through the County Sheriff under the Constitution and laws of the State of Michigan, the ordinances of the County and the ordinances of the Township as applicable;
- 1-3 Specifically, the police protection services provided pursuant to this Agreement shall be for the purposes of enforcing the Township of Onekama ordinances;
- 1-4 The County, through the Manistee County Sheriff, shall furnish all labor, supervision, equipment, communication and dispatching facilities, and supplies necessary to provide and maintain the level of service to be rendered to the Township pursuant to this Agreement; provided, however, that notwithstanding anything to the contrary contained herein, County or Sheriff shall be not be required to hire additional officers, assign overtime to existing officers or increase or maintain the current level of police protection and law enforcement services in order to fulfill its obligations under this Agreement, it being the parties' intent that all decisions regarding level of staffing and assignment of duties shall remain solely within the sound discretion of the County and Sheriff and that all police protection and law enforcement services to be provided to the Township pursuant to this Agreement shall be on an "as and when available" basis;
- 1-5 The County and Sheriff shall maintain the responsibility for all supervisory functions including but not limited to, the deployment of personnel, the standards of performance and the discipline of officers.
- 1-6 Preference shall be given to enforcement of Township ordinances as follows:
  - (a) The police protection provided pursuant to this Agreement shall be to enforce state laws and the Township and County ordinances, where applicable. When an arrest or the issuance of a civil infraction citation may be effected pursuant to either a state

statute or a County or Township ordinance, such arrest or issuance shall be made pursuant to Township ordinance, where appropriate.

- (b) The Township shall furnish the County and Sheriff with copies of applicable Township ordinances, as well as all amendments thereof when and as they become effective.
- (c) Arrests or civil infraction citations effected pursuant to Township ordinances shall be prosecuted by the Township attorney and any costs and fines collected as a consequence of a conviction so prosecuted shall be paid over to the treasurer of the Township as provided by law.

## **ARTICLE II    LIABILITY**

2-1 Neither party to this Agreement, its officers, employees or agents shall be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation, resulting from a party's own intentional or negligent acts of those of any officer, employee or agent of that party.

2-2 The Township shall not be liable for compensation or indemnity to any County or Sheriff Department employee for injury or sickness arising out of his or her employment while performing services under this Agreement, and the County hereby agrees to hold the Township harmless against any such claims.

2-3 the Township agrees to hold the County and its Sheriff harmless against any claim or liability specifically arising out of the otherwise lawful enforcement of a township ordinance held to be unconstitutional.

## **ARTICLE III    TERM**

3-1 Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a term of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such other time as may be mutually agreed.

3-2- Notwithstanding any other provisions herein, in the event the Township establishes its own police force, or establishes a police force jointly with any other municipal entity, or otherwise secures additional police protection services, the Township may terminate this Agreement upon written notice to the county not less than sixty (60) days prior to the effective date of such termination.

## **ARTICLE IV    NON-DISCRIMINATION**

4-1 The parties agree that neither will discriminate against an employee or applicant for employment of either party with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position or because of race, color, religion, national origin, age, sex, height, weight or marital status.

## **ARTICLE V    GENERAL PROVISIONS**

5-1 This agreement represents the total agreement between the parties and may be amended only in writing by mutual consent of both parties.

5-2 Any notices or communications shall be sent by first class mail to the following parties and addresses:

For Township: Township Supervisor  
5435 Main St., POB 458  
Onkama, MI 49675

For County: Manistee County sheriff  
1525 E. Parkdale Ave.

Manistee, MI 49660

With Copy To: Manistee County Prosecuting Attorney  
415 Third St.  
Manistee, MI 49660

5-3 The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective on the day and year stated in the commencement.

**ONEKAMA TOWNSHIP**



By: David Supervisor  
Supervisor of Onekama Township



By: Dale Kowalkowski  
Manistee County Sheriff



By: Allan O'Shea  
Manistee County Commissioner