

AGENDA
SOUTH HAVEN CHARTER TOWNSHIP
December 11, 2024

1. Call to Order
2. Pledge of Allegiance
3. Approval of Minutes of November 13, 2024
4. Approval of Minutes of Special Meeting December 3, 2024
5. Correspondence
6. Public Comments, Audience Members are allowed 3 minutes to discuss items not on the Agenda (5 minutes for groups)
7. Approval of Agenda
8. UNFINISHED BUSINESS
 - A) Affordable Housing Updates
 - B) Short Term Rental Updates
 - C)
9. NEW BUSINESS
 - A) Resolution 24-26 to Re-Adopt Ordinance #164 Rezone on 73.5 St.
 - B) Resolution 24-27 to Re-Adopt Ordinance #165 Rezone 73rd St.
 - C) Approve 2025 BOR Members
 - D) Calendar of meeting dates 2025, Board and Planning Commission
 - E) Bids for ARPA funds: Security System, SHARA
 - F) Approve appointments for Planning Commission
 - G) Resolution for Budget Amendments
 - H) Resolution to Certify Road for Road Commission
 - I) Letter of Engagement Siegfried Crandall
 - J) Pivot Point Agreement approval
 - K) Resolution to Support Opposition to MPSC Order
 - L) Approval of Marijuana Application Renewals for 2025
 - M) Start Rental Ordinance Review
 - N)
10. REPORTS
 - Airport
 - Building/Electrical/Mechanical
 - Building Committee
 - Fire/Ambulance
 - Library
 - Park Committee
 - Planning Commission
 - Roads
 - Senior Services
 - Water/Sewer Authority
 - Zoning Board of Appeals
11. TREASURER'S REPORT
12. BOARD COMMENTS
13. ADJOURNMENT

SOUTH HAVEN CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING
WEDNESDAY, NOVEMBER 13, 2024

Present: Stein, Fisher, Bertorelli, DeGrandchamp, Kiry and Lewandowski

Absent: Wiatrowski

Meeting was called to order by Supervisor Stein at 7:30 p.m.

Motion by DeGrandchamp, , supported by Lewandowski, to approve the Minutes of the October 9th Regular Meeting as presented. All voted in favor. Motion carried.

A copy of an updated contract with our assessor was presented for everyone to take home and review.

Sgt. Carlotto was in attendance to report for SHPD. Chief Brandon Hinz reported for SHAES. Mr. Quinn, a resident from 73.5 Street gave an update about arsenic in their wells.

Motion by DeGrandchamp, supported by Fisher, to approve the Agenda. All voted in favor. Motion carried.

Motion by Lewandowski, supported by Fisher, to adopt Resolution 24-26 Adopting Ordinance #164 rezoning property on 73.5 Street. All voted in favor by roll call vote. Motion carried.

Motion by Lewandowski, supported by Kiry, to adoption Resolution 24-27 Adopting Ordinance #165 rezoning property on 73rd Street. All voted in favor by roll call vote. Motion carried.

Motion by DeGrandchamp, supported Fisher, to open the Public Hearing for the Applewood Special Assessment District. All voted in favor. Motion carried.

Jim Horan 73140 6th Avenue, wants the assessment to be for 10 years, wants Cider Court to become a county road after the improvements.

W.C. Askew called the Road Commission and said the Road Commission will not take over that road.

Tim Cagle 73195 Cider Ct said that residents believed the Road Commission would take over the road when completed.

W.C. Askew once again called the Road Commission, Jim Horan spoke with them and they will meet and go over specs to consider taking over the road.

Unless the Road Commission will take over the road the residents who petitioned for the special assessment are no longer interested in getting the repairs completed.

Motion by DeGrandchamp, supported by Fisher, to close the Public Hearing. All voted in favor. Motion carried.

Motion by Lewandowski, supported by DeGrandchamp, to postpone voting on the Resolution to move forward with a special assessment district. All voted in favor by roll call vote. Motion carried.

Motion by Fisher, supported by Kiry, to approve Elevate Landscaping’s bid for snow removal. All voted in favor. Motion carried.

Motion by DeGrandchamp, supported by Lewandowski, to accept the recommendation of the Planning Commission and approve the Solar Farm site plan and special use by South Haven Affordable Solar. All voted in favor. Motion carried.

Motion by DeGrandchamp, supported by Lewandowski, to approve contracts for installation of an ADA door with Pearson Construction for \$10,939.45, the installation of a generator from Steensma Lawn and Power for \$33,043.42, and parking lot repairs by J.Allen & Company for \$91,700.00 all to be paid for with ARPA funds. All voted in favor by roll call vote. Motion carried.

Reports from various committees and authorities were received. W.C. Askew was in attendance for the Road Commission and Jean Stein reported for the Library.

Motion by Fisher, supported by Kiry, to approve payment of anticipated bills in the amount of \$111,031.72. All voted in favor by roll call vote. Motion carried.

Meeting adjourned at 8:35 p.m.

Brenda Bertorelli, Clerk

Ross Stein, Supervisor

SOUTH HAVEN CHARTER TOWNSHIP
MINUTES OF SPECIAL MEETING
TUESDAY, DECEMBER 3, 2024

Present: Stein, Fisher, Bertorelli, DeGrandchamp, and Poole

Absent: Wiatrowski and Lewandowski

Meeting was called to order by Supervisor Stein at 11:30 a.m.

Motion by DeGrandchamp, supported by Fisher, to approve the Agenda. All voted in favor. Motion carried.

Motion by DeGrandchamp, supported by Poole, to approve Resolution 24-29 to set December Board of Review date. All voted in favor by roll call vote. Motion carried.

Motion by Stein, supported by DeGrandchamp, to terminate all services with Kyle Harris and KWH Appraisal Services. Our attorney is drafting a letter to present. Our current assessor is not fulfilling his obligations. All voted in favor by roll call vote. Motion carried.

Motion by Stein, supported DeGrandchamp, to approve the contract with Assessing Solutions, with minor detail changes in contract, for township assessing work. All voted in favor. Motion carried.

Motion by DeGrandchamp, supported by Fisher, to adjourn.

Meeting adjourned at 12:05 p.m.

Brenda Bertorelli, Clerk

Ross Stein, Supervisor

SOUTH HAVEN CHARTER TOWNSHIP

**RESOLUTION TO ADOPT ORDINANCE NO. ____,
ORDINANCE AMENDING THE ZONING ORDINANCE OF SOUTH HAVEN
CHARTER TOWNSHIP TO REZONE CAIN PROPERTY**

A resolution made and adopted at a regular meeting of the Township Board of the Charter Township of South Haven, County of Van Buren, State of Michigan, held on _____ __, 2024.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and seconded by _____.

WHEREAS, pursuant to the Michigan Zoning Enabling Act, 2006 PA 110, the Township has authority to adopt and amend zoning ordinances regulating the use of land in the Township; and

WHEREAS, the Township Planning Commission held a public hearing on September 4, 2024 to consider a request to amend the South Haven Charter Township Zoning Ordinance (“Zoning Ordinance”) and change the zoning designation on the zoning district map for the following real property:

Parcel No.
80-17-011-001-01

V/L 73 ½ Street

THAT PART OF THE FOLLOWING DESCRIBED LYING SOUTH OF A LINE 812.31 FEET SOUTH OF AND PARALLEL TO NORTH SECTION LINE OF SECTION 11, TOWN 1 SOUTH, RANGE 17 WEST, NORTH 18 ACRES OF WEST ½ OF NORTHWEST ¼ OF NORTHEAST ¼. EXCEPT HIGHWAY I-196 RIGHT OF WAY. ALSO EXCEPT NORTH 521.24 OF WEST 33 FEET FOR RIGHT OF WAY

from its HSC (Highway Service Commercial) zoning designation to CSC (Community Service Commercial); and

WHEREAS, on August 7, 2024, the Planning Commission recommended approval of the Application to the Township Board; and

WHEREAS, following the public hearing, the Planning Commission transmitted a summary of comments received at the hearing and a proposed ordinance to amend the Zoning

Ordinance, including any recommendations, to the Van Buren County Planning Commission;
and

WHEREAS, following the public hearing, the Planning Commission transmitted a summary of comments received at the hearing and copies of zoning maps and recommendations to the Township Board; and

WHEREAS, the Township Board has determined that amending the Zoning Ordinance, as recommended by the Planning Commission, is in the best interests of the health, safety and welfare of Township residents.

THEREFORE, the Township Board of the Charter Township of South Haven resolves as follows:

1. Ordinance No. _____, Ordinance Amending the Zoning Ordinance of South Haven Charter Township to Rezone Cain Property (the "Ordinance"), attached as Exhibit A is hereby adopted.

2. The Ordinance shall be filed with the Township Clerk.

3. The Township Clerk shall publish the Ordinance or a summary thereof in a newspaper of general circulation in the Township within fifteen (15) days.

4. Any resolutions or portions of resolutions that are inconsistent with this resolution are hereby repealed.

STATE OF MICHIGAN)

COUNTY OF VAN BUREN) ss.
)

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of South Haven, Van Buren County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held pursuant to the Open Meetings Act on the _____, 2024.

Brenda Bertorelli
Clerk, South Haven Charter Township

SOUTH HAVEN CHARTER TOWNSHIP

**RESOLUTION TO ADOPT ORDINANCE NO. ____,
ORDINANCE AMENDING THE ZONING ORDINANCE OF SOUTH HAVEN
CHARTER TOWNSHIP TO REZONE STEGMAN PROPERTY**

A resolution made and adopted at a regular meeting of the Township Board of the Charter Township of South Haven, County of Van Buren, State of Michigan, held on _____ __, 2024.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and seconded by _____.

WHEREAS, pursuant to the Michigan Zoning Enabling Act, 2006 PA 110, the Township has authority to adopt and amend zoning ordinances regulating the use of land in the Township; and

WHEREAS, the Township Planning Commission held a public hearing on September 4, 2024 to consider a request to amend the South Haven Charter Township Zoning Ordinance (“Zoning Ordinance”) and change the zoning designation on the zoning district map for the following real property:

Parcel No.
80-17-002-056-10

01821 73rd St

COM AT THE SE COR OF SW ¼ OF NE ¼ OF SEC, TH N 0 DEG 41’10”W ALG E 1/8 L OF SD NE ¼ 550.4’ TO BEG, TH S 88 DEG 00’52”W PAR WITH THE E & W ¼ L 355.0’, TH N 0 DEG 41’10”W PAR WITH SD 1/8 L 106.0’, TH S 53 DEG 11’02”W 214.09’, TH N 0 DEG 41’10”W PAR WITH SD 1/8 L 268.48’, TH N 88 DEG 00’52”E PAR WITH SD ¼ L 528’ TO SD 1/8 L, TH S 0 DEG 41’10”E ALG SD 1/8 L TO BEG.

from its MDR (Medium Density Residential) zoning designation to CSC (Community Service Commercial); and

WHEREAS, on September 4, 2024, the Planning Commission recommended approval of the Application to the Township Board; and

WHEREAS, following the public hearing, the Planning Commission transmitted a summary of comments received at the hearing and a proposed ordinance to amend the Zoning

Ordinance, including any recommendations, to the Van Buren County Planning Commission;
and

WHEREAS, following the public hearing, the Planning Commission transmitted a summary of comments received at the hearing and copies of zoning maps and recommendations to the Township Board; and

WHEREAS, the Township Board has determined that amending the Zoning Ordinance, as recommended by the Planning Commission, is in the best interests of the health, safety and welfare of Township residents.

THEREFORE, the Township Board of the Charter Township of South Haven resolves as follows:

1. Ordinance No. _____, Ordinance Amending the Zoning Ordinance of South Haven Charter Township to Rezone Stegman Property (the "Ordinance"), attached as Exhibit A is hereby adopted.

2. The Ordinance shall be filed with the Township Clerk.

3. The Township Clerk shall publish the Ordinance or a summary thereof in a newspaper of general circulation in the Township within fifteen (15) days.

4. Any resolutions or portions of resolutions that are inconsistent with this resolution are hereby repealed.

STATE OF MICHIGAN)

COUNTY OF VAN BUREN) ss.
)

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of South Haven, Van Buren County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held pursuant to the Open Meetings Act on the _____, 2024.

Brenda Bertorelli
Clerk, South Haven Charter Township

Township Board

Meeting Schedule 2025

Regular Meetings of the South Haven Charter Township Board will be held on the 2nd Wednesday of each month @ 7:30 p.m., at the South Haven Township Hall, 09761 Blue Star Memorial Highway (southwest corner of Blue Star & M-140)

January 8th

July 9th

February 12th

August 13th

March 12th

September 10th

April 9th

October 8th

May 14th

November 12th

June 11th

December 10th

City of South Haven
Information Technology

539 Phoenix St
South Haven, MI 49090

QUOTE

INVOICE # 1125
Date: 11/25/2024

To:
South Haven Charter Township

Staff	Job	Payment terms	Due date
Phil Poole	SHTWP Access Controls	Due on receipt	TBD

Qty	Description	Unit price	Line total
7	Ubiquiti Electric Lock	79.00	553.00
5	Indoor Controller	129.00	645.00
2	Exterior Controller + Reader Kit	298.00	578.00
1	Conduit, Boxes, Wiring	224.00	224.00
Subtotal			2000.00
Sales Tax			0.00
Total			2000.00

Thank you

SOUTH HAVEN CHARTER TOWNSHIP
VAN BUREN COUNTY
BUDGET AMENDMENT RESOLUTION #24-

At a Regular Township Board meeting of the South Haven Charter Township Board, Van Buren County, Michigan, on December 11, 2024 at 7:30 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and
Supported by _____.

WHEREAS, the Township Board adopted a Budget for 2024; and

WHEREAS, the Township Board is required to Amend the Budget to meet the actual income and expenses; and

WHEREAS, the Township Board is required to adopt a Resolution to Amend the Budget; and

WHEREAS, this Resolution is required for the General Appropriations Act; and

WHEREAS, the proposed Budget Amendments for income and expenses through 12/31/2024 is attached as Exhibit A and reflects actual (as close as can be calculated) income and expenditures and liabilities for the 2024 Calendar Year to date as of 12/11/2024; and

WHEREAS, the proposed Budget Amendments attached as Exhibit A will amend the Budget for 2024 to actual income and expenses (as close as can be calculated);

THEREFORE BE IT RESOLVED, that adoption of this Resolution adopts the Budget Amendments for 2024 at 12/11/2024.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the Township Board.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Brenda Bertorelli, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and completed copy of a resolution adopted by the South Haven Charter Township Board at a meeting held on the 11th day of December, 2024 at which meeting a quorum was present, and that this resolution was ordered to take immediate effect.

Brenda Bertorelli, Clerk

South Haven Township
2024 Budget

	2024 Plus prior Amendments	1/1/2024 - 12/12/2024	Amendments
<u>Income</u>			
Marijuana License Fee	\$ -	\$ 5,000.00	\$ 5,000.00
W/S Authority Repay	\$ 100,000.00	\$ 84,286.00	\$ (15,714.00)
Licenses and Permits			
Franchise Fees - Comcast	\$ 56,000.00	\$ 50,818.00	\$ (5,182.00)
Uniform Traffic Code Fee	\$ 3,000.00	\$ 6,162.00	\$ 3,162.00
	\$ 159,000.00	\$ 146,266.00	\$ (12,734.00)
Road Millage	\$ 285,338.00	\$ -	
Streets & Highways	\$ 285,338.00	\$ 216,320.84	\$ (69,017.16)
	\$ -	\$ -	
Recreation Millage	\$ 44,175.00	\$ -	
Parks & Recreation Expenses	\$ 44,175.00	\$ 27,436.62	\$ (16,738.38)
	\$ -	\$ -	

**South Haven Township
Budget 2024**

	2024	1/1/2024 - 12/12/2024	Amendments
Expenses			
Supervisor - Deputy Wages	\$ 29,100.00	\$ 27,025.50	\$ 2,074.50
Supervisor Mileage	\$ 75.00	\$ 157.00	\$ (82.00)
Clerk - Deputy Wages	\$ 8,670.00	\$ 15,164.00	\$ (6,494.00)
Board of Review - Wages	\$ 1,820.00	\$ 1,560.00	\$ 260.00
Treasurer - Deputy Wages	\$ 7,000.00	\$ 10,269.81	\$ (3,269.81)
Treasurer - Tax bill printing	\$ -	\$ 5,506.00	\$ (5,506.00)
Treasurer - Education	\$ -	\$ 536.00	\$ (536.00)
Treasurer - Dues	\$ -	\$ 198.00	\$ (198.00)
Assessor - office supply	\$ 1,400.00	\$ -	\$ 1,400.00
Assessor - Postage	\$ -	\$ 7,070.00	\$ (7,070.00)
Assessor - Property Description	\$ -	\$ 375.00	\$ (375.00)
Assessor Contract	\$ 29,040.00	\$ 33,200.00	\$ (4,160.00)
Assessor - Amar	\$ 11,184.00	\$ 2,796.00	\$ 8,388.00
Election - Early voting	\$ 3,000.00	\$ -	\$ 3,000.00
Election - postage	\$ 1,500.00	\$ 1,123.00	\$ 377.00
Election - labor	\$ 6,000.00	\$ 6,980.00	\$ (980.00)
Election - machine set up	\$ -	\$ 3,218.00	\$ (3,218.00)
Election - publishing	\$ 1,400.00	\$ 640.00	\$ 760.00
Election - repair & maintenance	\$ 990.00	\$ 496.00	\$ 494.00
Election - Miscellaneous	\$ -	\$ 394.00	\$ (394.00)
Gen Government - postage	\$ 1,500.00	\$ 542.00	\$ 958.00
Gen Government - payroll services	\$ 1,000.00	\$ 2,135.00	\$ (1,135.00)
Gen Government - STR contract	\$ 10,000.00	\$ 8,065.00	\$ 1,935.00
Gen Government - publishing	\$ 8,000.00	\$ 9,349.00	\$ (1,349.00)
Insurance	\$ 8,500.00	\$ 9,558.00	\$ (1,058.00)
Comp insurance	\$ -	\$ 967.00	\$ (967.00)
BSA implementation & support	\$ 28,005.00	\$ 25,799.00	\$ 2,206.00
Drains at large	\$ 12,221.00	\$ 13,854.00	\$ (1,633.00)
Airport Authority	\$ 32,849.00	\$ 38,550.00	\$ (5,701.00)
Planning Comm - Wages	\$ 6,180.00	\$ 4,010.00	\$ 2,170.00
Plann Comm - Professiona	\$ 18,725.00	\$ 3,042.00	\$ 15,683.00
ZBA Wages	\$ 1,000.00	\$ 1,550.00	\$ (550.00)
Recreation Grounds Main	\$ 5,000.00	\$ 11,148.00	\$ (6,148.00)
	<u>\$ 234,159.00</u>	<u>\$ 245,277.31</u>	<u>\$ (11,118.31)</u>

**CHARTER TOWNSHIP OF SOUTH HAVEN
RESOLUTION NO. 24-**

**RESOLUTION TO CERTIFY ROAD FOR COUNTY ROAD
COMMISSION**

At a meeting of the Board of Trustees of the Charter Township of South Haven ("Township"), Van Buren County, Michigan, in said Township on the 11th day of December, 2024 at 7:30 p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and
seconded by _____.

WHEREAS, the Residents of Cider Court in South Haven Township plan to complete road repairs; and

WHEREAS, the Residents of Cider Court would like the road declared a County Road for purposes of maintenance and plowing; and

IT IS HEREBY RESOLVED that the South Haven Charter Township Board recommends that the roadway situated in Applewood Subdivision in South Haven Township, Van Buren County, Michigan be considered for certification by the Board of County Road Commissioners in Van Buren County.

IT IS FURTHER RESOLVED that a copy of the Resolution shall be served on the Van Buren County Road Commission for consideration by its Board.

YEAS: _____

NAYS: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF VAN BUREN)

I, Brenda Bertorelli, Township Clerk of the Charter Township of South Haven, hereby certify this to be a true and complete copy of Resolution No. ____, duly adopted at a meeting of the Township Board held on the 11th day of December, 2024 at 7:30 p.m.

December 10, 2024

Members of the Township Board
Charter Township of South Haven
09761 Blue Star Memorial Highway
South Haven, MI 49090

We are pleased to confirm our understanding of the services we are to provide the Charter Township of South Haven for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Charter Township of South Haven as of and for the year ended December 31, 2024. Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Charter Township of South Haven's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Charter Township of South Haven's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Charter Township of South Haven's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our planning:

1. Improper revenue recognition due to fraud
2. Management override of controls

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Charter Township of South Haven's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also provide the following nonattest services:

- Preparation of depreciation schedules based on useful lives and depreciation methods determined by you
- Preparation of journal entries, other than proposed audit entries, that you will review and approve
- Preparation of the Township's financial statements, in conformity with U.S. generally accepted accounting principles, based on trial balances provided by you
- Preparation of Forms F-65 and 5047 that we will submit to the State after your review

We will perform the services in accordance with applicable professional standards. The other services are limited to the nonattest services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Siegfried Crandall P.C., will not be included in any such offering document without our prior permission to consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

Joshua H. Gabrielse is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be based on the actual time spent at our standard hourly rates, which vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Based on our understanding of the Township's audit requirements, our fee will not exceed \$11,000. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Charter Township of South Haven's financial statements. Our report will be addressed to the Township Board of the Charter Township of South Haven. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions, or we may withdraw from this engagement.

Members of the Township Board
Charter Township of South Haven
Page 5
December 10, 2024

We appreciate the opportunity to be of service to the Charter Township of South Haven and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,

SIEGFRIED CRANDALL P.C.



Joshua H. Gabrielse, Shareholder

RESPONSE:

This letter correctly sets forth the understanding of the Charter Township of South Haven.

By: _____

Title: _____

Date: _____



Certified Public Accountants & Advisors

246 E. Kilgore Road
Portage, MI 49002-5599
www.siegfriedcrandall.com

Telephone 269-381-4970
800-876-0979
Fax 269-349-1344

December 10, 2024

Members of the Township Board
Charter Township of South Haven
09761 Blue Star Memorial Highway
South Haven, MI 49090

We are engaged to audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Charter Township of South Haven as of and for the year ended December 31, 2024. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated December 10, 2024, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis and budgetary comparison schedules, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited, and because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the combining nonmajor governmental fund financial statements, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Communication

We would also appreciate the opportunity to talk to you or meet with you to discuss this information further because a two-way dialogue can provide valuable information for the audit process.

You may assist us in understanding the Charter Township of South Haven and its environment by identifying appropriate sources of audit evidence and providing information about specific transactions or events. We expect that you will communicate with us on any matters you consider relevant to the audit and the Township's system of internal control over financial reporting. Other matters that you communicate may significantly affect our audit procedures. You need to communicate to us any suspicion or detection of fraud, or any concerns you may have about the integrity of the Township's management.

We will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, disagreements with management, and other serious difficulties encountered in performing the audit. We will also communicate to you and to management any significant deficiencies or material weaknesses in internal control over financial reporting that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and nonattest services that may be thought to bear on independence. In addition, our policies restrict certain nonattest services that may be provided by Siegfried Crandall P.C. and require audit clients to accept certain responsibilities in connection with the provision of the following permitted nonattest services:

- Preparation of depreciation schedules based on useful lives and depreciation methods determined by you
- Preparation of journal entries, other than proposed audit entries, that you will review and approve
- Preparation of the Township's financial statements, in conformity with U.S. generally accepted accounting principles, based on trial balances provided by you
- Preparation of Forms F-65 and 5047 that we will submit to the State after your review

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your Township functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your government. The development of a specific audit plan will begin by obtaining an understanding of the Charter Township of South Haven's financial reporting objectives, strategies, risks, and performance.

We will obtain an understanding of the Township and its environment, including internal control over financial reporting, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Township or to acts by management or employees acting on behalf of the Township. We will also establish an overall materiality limit for audit purposes.

We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

We will use this knowledge and understanding, together with other factors, to assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk regarding the likelihood of material misstatement arising from the nature of an account balance or class of transactions; and
- An evaluation of the design effectiveness of internal control over financial reporting and our assessment of control risk

We will then determine the nature, timing, and extent of substantive procedures, and any tests of controls we consider to be necessary given the risks identified and the controls as we understand them.

The Concept of Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate misstatements, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements, as well as financial statements of future periods. At the end of the audit, we will inform you of all individual, unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control over financial reporting sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control over financial reporting or to identify all deficiencies in internal control over financial reporting. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Timing of the Audit

As in prior years, we will confirm mutually agreeable dates for the performance of audit fieldwork, to take place after the end of the Township's fiscal year. The Township's adherence to this schedule and timely preparation of information requested by us is essential to our timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the Charter Township of South Haven.

This information is intended solely for the use of the Board members and management of the Charter Township of South Haven and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

SIEGFRIED CRANDALL P.C.

A handwritten signature in dark ink, appearing to read "Josh Gabrielse", written in a cursive style.

Joshua H. Gabrielse, Shareholder



PIVOT POINT PARTNERS LLC

SERVICE AND LICENSE AGREEMENT

This Service and License Agreement (“Agreement”) is made as of the effective date specified in this Agreement by and between Pivot Point Partners LLC (“Pivot Point”), an Ohio limited liability company, having a principal place of business at 2497 Shepherd Ct, Powell, Ohio 43065 and **South Haven Twp MI** (“Client”). Collectively, Pivot Point and Client shall be known as the Parties.

Subject to the definitions, terms, conditions and provisions referred to herein, the Parties mutually agree as follows:

1. Term. This Agreement shall commence on _____ (the “Effective Date”) and shall be for a period of twelve (12) consecutive months. This Agreement will automatically renew at the end of the twelve (12) month period, unless otherwise terminated as set forth in Sections 4 or 9, below.

2. Scope of Services. Pivot Point shall provide to Client the services listed in (1) Pivot Point’s Quote dated **12-2-2024**, and any amendments or modifications thereto; and (2) the Scope of Services, attached hereto and incorporated herein by reference. “Services” refers to Pivot Point’s Field App Suite, including the Field App Mobile Application, the Field App Administrative Portal and other supporting services to be provided by Pivot Point under this Agreement and its attachments.

3. License. As fully described in the Licensing Agreement, attached hereto and incorporated herein, it is the intention of the parties that Client shall receive a non-exclusive, non-transferrable license to use the Services and Client shall be the primary beneficiary of such Services.

4. Termination. Either party may terminate the Agreement upon thirty (30) days advance written notice to the other party. Pivot Point’s obligation to provide Services shall automatically cease upon such termination. If Client unilaterally terminates the Agreement, all fees paid by Client are non-refundable. If Pivot Point terminates this Agreement, it agrees to refund to Client any applicable portion of the annual fee as reasonably determined by Pivot Point, less a reasonable charge for Client’s use of the Services prior to such termination.

5. Payment. Client agrees to pay Pivot Point all fees as specified in Pivot Point’s Quote, as amended or modified and attached hereto. Payment will be due on the 30th calendar day after receipt of an invoice from Pivot Point to Client. Interest on late payments shall be the lesser of the maximum amount permitted by law or 2% per month.



6. Taxes. All amounts payable by Client are exclusive of any and all federal, state or local taxes which may be levied or imposed, now or in the future, with regard to the Services. Client shall remain liable for all such taxes even after all other payments have been made by Client, and Client agrees that, upon written demand by Pivot Point, it shall promptly pay or reimburse Pivot Point for any such taxes. Client is responsible for providing to Pivot Point any applicable exemption certificates.

7. Non-appropriation of Funds (Government Entities only). If Client is a governmental entity as defined by its applicable state law and Client's funds are contingent upon the availability of lawful appropriations by its legislative authority, the Services under this Agreement that are affected by a lack of funding shall terminate if Client's legislative authority fails at any time to continue funding for the payments or obligations due hereunder. Client will have no further obligation to make any payments and will be released from its obligations on the date funding expires; however, all fees that have been paid will not be refunded to Client.

8. Default. Client shall be in default if Client fails to abide by its obligations under the Agreement, including the prompt payment of any invoice for Services. Pivot Point shall be in default if Pivot Point fails to substantially provide the Services or otherwise abide by its obligations under the Agreement, and such failure continues for a period of thirty (30) days following written notice thereof from Client to Pivot Point.

9. Remedies. If either party is in default, the non-defaulting party may, in addition to any other remedies available to it under the Agreement, at law or in equity, do one or more of the following: (a) terminate the Agreement; or (b) suspend some or all performance until such time as the defaulting party cures said default. Notwithstanding the foregoing, any remedies available to Client shall be subject to the provisions and limitations set forth in the Licensing Agreement, attached hereto and incorporated herein.

10. Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

(a) Governmental Entities. If Client is a governmental entity, the applicable laws of Client's jurisdiction govern this Agreement.

(b) Non-governmental Entities. All questions concerning the validity, meaning or enforcement of the Agreement, and all questions relating to the performance thereunder or hereunder, shall be judged and resolved in accordance with the laws of the State of Ohio.

11. Forum Selection. Unless Client is a governmental entity, the parties agree that, except for any restriction with regard to subject matter jurisdiction, any state or federal court located in Franklin County, Ohio, shall have jurisdiction to hear and decide any case or controversy between Pivot Point and Client, and each party agrees not to bring any action, whether legal or equitable, against the other party, except in a state or federal court located in Franklin County, Ohio. Both parties consent to service of process from said courts, in accordance with the rules thereof, and waive any objections regarding inconvenient forum, venue or personal jurisdiction.



12. Jury Waiver. Pivot Point and Client waive all rights to trial by jury with regard to any and all issues that are so triable.

13. Entire Agreement. The Agreement, and all applicable attachments listed below, constitutes the full and complete understanding and agreement between Pivot Point and Client and supersedes all prior negotiations, understandings, and agreements pertaining to the subject matter of this Agreement.

14. Representations. Client represents and warrants to Pivot Point that: (a) the person executing this Agreement has the authority to do so as an authorized representative of Client; and (b) Client will be bound and abide by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Pivot Point and Client have agreed to and have executed this Service and License Agreement to be effective as of the Effective Date set forth above.

CLIENT:

(Print Name of Client)

By: _____
(Signature)

(Print Name of Signatory)

(Title of Signatory)

PIVOT POINT:

Pivot Point Partners LLC

By: 
(Signature)

Brian Kienle
(Print Name of Signatory)

Partner
(Title of Signatory)

Attachments

- Scope of Services
- Licensing Agreement
- Pivot Point Quote(s) (as amended or modified)
- Pivot Point Product Description



Scope of Services **(MICHIGAN)**

I. **Client Name:** **South Haven Twp, MI**

Business Unit: **Assessor's Office**

II. **Scope:**

The goal of this collaboration is to provide a mobile application to assist Client and its business unit with appraisal field work. Presently, a majority of the field work is completed with pen and paper methods and there is a significant delay in getting updated sketches, images, and attribute changes from field personnel back into the Computer-Assisted Mass Appraisal (“CAMA”) system. After implementing Pivot Point’s Field App Suite, Client will gain efficiencies in organizing the field work, completing the field work, and getting updated information back into CAMA for use. Images will be georeferenced and will prove to be a valuable asset through mapping and GIS technologies already being used.

**See attached “Field App Product Description” for additional details on application functionality*

III. **Services to be Provided by Pivot Point:**

Provide BS&A Interface

Pivot Point has developed a custom interface for Client that is compatible with BS&A CAMA system for use in the State of Michigan. This interface will allow Client to easily import parcel information from the BS&A’s CAMA system for use in our Field App Suite. Pivot Point’s Field App Suite also includes export functionality to allow pictures, marked up sketches, and parcel attribute edits (the “Work”) created with the Field App into XML. Client will be responsible to ensure the Work can be imported back into BS&A’s CAMA system.

Deploy Field App Solution to Client

Pivot Point will work with Client to deploy our Field App for Client’s internal business purposes only, including tax assessment and property appraisals. The Field App Mobile Application works on iOS, Android, and Windows devices with unlimited seats made available as outlined in our Licensing Agreement.

IV. **Additions, Limitations and Clarifications:**

Data, software, and hardware requirements:

A. **Data:**



1. Client agrees to provide access to the following data elements to Pivot Point for use in the Field App Suite:
 - County Parcel Feature Map Service with Parcel Number attribute (required for mapping and location functionality)
 - Access to an ESRI web map service (typically aerial imagery) for generation of Fast Maps. Client is responsible for maintaining this site with current parcel boundaries and any additional supporting layers. (required for offline Fast Maps)
 - Provide a dedicated ESRI ArcGIS Online Creator account with enough credits to upload a work order status layer, image point locations, and breadcrumb GPS points to the Client's organization. (required for map-based workflow)
2. To get CAMA information into the workflow, BS&A will provide the following data elements to Pivot Point for use in the Field App on behalf of the Client through a custom Pivot Point Export:
 - Simple Export for all records
 - Parcel Number (primary key)
 - Owner information
 - Full address including city and state
 - Detailed Export for parcels designated for field visit
 - Parcel Number (primary key)
 - Existing Property Photos in jpg format
 - Existing Property Sketches in png format
 - Additional property characteristic attributes

B. Software:

Since Pivot Point's administrative functions are completed through a web interface, Client shall ensure it has the **latest** version of the following web browsers (subject to change as new operating systems and versions are released by third parties):

- Chrome by Google
- Firefox by Mozilla
- Microsoft Edge by Microsoft

Otherwise, Pivot Point's warranties may not apply.

C. Hardware:

Currently, Pivot Point's Field App Suite runs on iOS, Android, and Windows operating systems. Client shall ensure it has the **latest** version of these operating systems installed on devices used by its authorized employees, agents or users (subject to change as new operating systems and versions are released by third parties). The following devices are currently supported by Pivot Point:



- Apple devices running iOS 12 or later
- Android devices running version 10 or later
- Windows devices running 10 or later

V. Technical Steps and Milestones:

1. Client provides data element requirements outlined in section IV
2. Pivot Point provides Administrator web site credentials to Client's authorized representative
3. Client uploads CAMA to Pivot Point Admin site
4. Client downloads Field App on various devices from their respective online app stores
5. Pivot Point provides onsite training
6. Client begins using Field App and Admin website



LICENSING AGREEMENT

I. Introduction.

1.01 Definitions. As used herein, the following terms shall have the meanings set forth in this Section 1.01, unless the context otherwise clearly requires:

- (a) Pivot Point Partners LLC shall be referred to as “Pivot Point”, “we”, “our” or similar phrases.
- (b) “Client”, “you”, “your” and similar phrases refer to a person or entity to whom Services are provided, and includes Client’s authorized employees, agents and users.
- (c) “Services” means Pivot Point’s Field App Suite (the “Suite”), which includes the Field App Mobile Application, the Field App Administrative Portal website (currently <https://field.pivotpoint.us>) (the “Website”), proprietary software, and supporting services to be provided by Pivot Point to Client, as set forth in the Scope of Services.
- (d) “Agreement” shall mean Pivot Point’s Purchase Order(s), Scope of Services and this Licensing Agreement by and between Pivot Point and Client, including any exhibits attached thereto or made a part thereof. In circumstances where a third-party has provided products or services through a separate license with respect to the Services, the term “Agreement” shall include the written contract or record by and between Pivot Point and such third party as it relates to the Services.
- (e) “Business Unit” means the specific governmental office, division or operations unit identified in the Scope of Services authorized to use the Services.
- (f) “Licensed Software” means the proprietary software of Pivot Point Partners LLC that supports Pivot Point’s Services.

1.02 Changes and Modifications. This Licensing Agreement may be updated, modified or changed, from time to time, by Pivot Point, and posting such changes to the Website shall be sufficient notice thereof to our Clients. If you do not agree to be bound by the Licensing Agreement, you shall suspend using our Services and notify us, in writing, of such fact immediately so that appropriate adjustments may be made.

1.03 Privacy Policy. By entering to this Agreement, Client also agrees to adhere to the terms of Pivot Point’s privacy policy (<http://pivotpoint.us/privacy-policy>).

II. Software Licensing and Support.

2.01 Grant of License. Pivot Point hereby grants to Client a non-exclusive, non-transferrable, non-sublicensable, non-assignable, restricted license to use the Services and related Licensed Software for internal business purposes only. If you download software from our Field App, the software (including all files and images contained in or generated by the software), and accompanying data are deemed to be licensed to you by Pivot Point (or any third party that may have created it) and is considered “Licensed Software” under this Licensing Agreement. Neither title nor intellectual property rights are transferred to you, but remain with Pivot Point or such other third parties, who own full and complete title. This License Agreement provides to you an unlimited number of seats; however, such seats are to be used only by your authorized employees and users.



2.02 Prohibited Uses. The Licensed Software, material and data are provided for lawful purposes only. Software, material and data from Pivot Point and any website owned, operated, licensed, sublicensed or controlled by Pivot Point may not be copied or distributed, or republished, uploaded, posted or transmitted, in any way, without the prior written consent of Pivot Point. Modification or use of the materials for any other purpose violates the intellectual property rights of Pivot Point. You may not resell, decompile, reverse engineer, disassemble or otherwise convert the Licensed Software to a human perceivable form. You may not use Pivot Point's Licensed Software for or in connection with offering any third-party product or service not authorized or approved by Pivot Point. Additionally, if any third-party software is provided to you by or through Pivot Point, you shall be subject to all licenses, terms, limitations and requirements of such third-party with respect to its software.

2.03 Designated Hardware. Client agrees to deploy or install the Services and the Licensed Software on hardware meeting or exceeding the requirement as specified in the Scope of Services or otherwise recommended by Pivot Point. Pivot Point will only support hardware that has undergone validation testing. If Client uses non-supported hardware, Pivot Point cannot guarantee it can provide the same level of functionality as supported and validated hardware. Client shall not install, download or operate the Licensed Software on hardware not owned by or under the control of Client.

2.04 Data Collection. Client will remain the owner of any data exported, extracted, or otherwise delivered from their possession to Pivot Point. Pivot Point will abide by the terms of its Privacy Policy found at <http://pivotpoint.us/privacy-policy> regarding the collection, use and sharing of personally identifiable information. Nevertheless, Pivot Point may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the Services and to help resolve your service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing product and service portfolio and for license management.

2.05 Pre-Release Product - Additional Terms. If the Services received by Client are pre-commercial release or beta Software ("Pre-release Software"), then this Section 2.05 applies. To the extent that any provision in this Section 2.05 is in conflict with any other term or condition, this Section 2.05 shall supersede such other terms and conditions with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict. Client acknowledges that the Services are a pre-release version, does not represent a final product from Pivot Point, and may contain bugs, errors and other problems that could cause system or other failures and data loss. CONSEQUENTLY, THE PRE-RELEASE SOFTWARE IS PROVIDED TO YOU "AS-IS" AND WITH ALL FAULTS, AND PIVOT POINT EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT MAY LIMIT PIVOT POINT'S TOTAL LIABILITY TO YOU OR TO ANY THIRD PARTY UNDER THIS AGREEMENT (AND THAT OF ITS SUPPLIERS) AND SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (U.S. \$50) IN TOTAL. You acknowledge that Pivot Point has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that Pivot Point has no express or implied obligation to you to announce or introduce the Pre-release Software and that Pivot Point may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. If you have been provided the Pre-release Software pursuant to a separate written agreement, your use of such Software is governed by such agreement. You may not sublicense, lease, loan, rent, distribute or otherwise transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by Pivot Point of a publicly released commercial version of



the Services, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from Pivot Point and to abide by this Licensing Agreement for any such later versions of the Pre-release Software. If you provide any feedback or suggestions to Pivot Point regarding the Pre-release Software, Pivot Point will own all right, title, and interest in and to the feedback and/or suggestions. Pivot Point will be entitled to use the feedback and/or suggestions without restriction, without compensation to you and without your prior approval. You hereby irrevocably assign to Pivot Point all right, title, and interest in and to the feedback and/or suggestions and agree to provide Pivot Point any assistance it may require to document, perfect, and maintain its rights in the feedback and/or suggestions.

2.06 Maintenance and Support. Pivot Point shall provide maintenance and support services to maintain the Services and Licensed Software and to provide technical support, software updates, and other services as set forth in the Scope of Services. Unless otherwise set forth in an applicable Scope of Services, support calls for service will be provided during regular business hours (8:00am-4:30pm EST Monday through Friday), and will be responded to in a maximum of one (1) business day for standard inquiries and four (4) hours for emergency inquiries received during regular business hours; or otherwise resolved as soon as reasonably possible if received before or after regular business hours.

III. Termination.

3.01 Cooperation After Termination. Pivot Point shall reasonably cooperate with Client following the termination of the Agreement regarding Client's information, provided that Client agrees to reasonably compensate Pivot Point for such services. Pivot Point reserves the right to require advance payment for all or some of such services. Additionally, such services shall be subject to this Licensing Agreement. Client shall take whatever actions are required to terminate the use of Services by Client, and shall be liable to Pivot Point for the intended or unintended use of such Services after termination, as reasonably determined by Pivot Point. Any such amounts shall be paid by Client in accordance with Section 3.01, above.

IV. Warranties; Liability; Indemnity.

4.01 Express Limited Warranty Provided by Pivot Point. Pivot Point warrants to Client that it will perform the Services in substantial compliance with the Scope of Services and this Licensing Agreement.

4.02 Client's Remedies Under the Warranty. The exclusive remedy of Client with regard to the warranty set forth in Section 4.01, and Pivot Point's liability to Client with regard to such warranty, is limited, at Pivot Point's option, to: (a) the repair or replacement of that portion of the Services which does not conform with the warranty, as reasonably determined by Pivot Point; or (b) a refund of the applicable portion of the Fee, as reasonably determined by Pivot Point. For the avoidance of doubt, the aggregate liability amount set forth in the last sentence of Section 4.05 also shall limit Client's remedies with respect to a breach of warranty.

4.03 Exclusions from Pivot Point's Express Warranty. The warranty set forth in 4.01 shall not cover: (a) Client's failure to provide or maintain any standard or required versions of software or operating systems and maintenance specifications; (b) modifications, alterations or changes made by anyone other than Pivot Point; (c) damage or destruction due to any hazard coverable under the standard form of fire and extended coverage insurance policy issued in the state where Client is located; or (d) failure of the Client to abide by its obligations under the Agreement.



4.04 Exclusion of Implied Warranties. Except for the warranty set forth in Section 4.01, there are no other warranties with regard to the Services, or any other software, goods or services licensed, sold or provided by Pivot Point to Client. **MORE PARTICULARLY, BUT NOT BY WAY OF LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.**

4.05 Limitation of Liability. The fees charged by Pivot Point for the Services are based upon the allocation of risks and benefits, as set forth in this Licensing Agreement. Therefore, except for the warranty set forth in Section 4.01 (and subject to the limitations set forth in Sections 4.02 and 4.03), Client agrees that Pivot Point shall not be liable to Client, Client's authorized employees, agents and users of the Services or to any other party for direct, indirect, consequential or economic damages due to any reason or cause whatsoever, including, the failure or malfunction of Client's systems or any other software, goods or services provided by Pivot Point to Client. Also, Pivot Point shall not be liable to Client or any third party with respect to the loss or damage to data or information. Finally, Client agrees to limit the liability of Pivot Point, its officers, employees, agents, subcontractors, independent contractors, third party vendors, agents, authorized representatives and resellers to Client or any third party for all claims and causes, including negligence, breach of warranty (including the warranty set forth in Section 4.01), breach of contract, errors, omissions or strict liability, arising out of or any way related to the Services so as to not exceed, in the aggregate, all applicable fees paid by Client or \$10,000, whichever is less. Notwithstanding the foregoing, the limitations of liability referred to in this Section 4.05 shall be increased by an amount equal to any insurance coverage with respect to Pivot Point's errors and omissions actually available at the time of settlement or judgment.

4.06 Application to Agents. In situations where Services are provided, in whole or in part, pursuant to a written contract or record between Pivot Point and an agent or authorized representative of Client, the terms and conditions of this Agreement, including the limitations on claims, remedies and liabilities set forth in this Section 4, also shall apply to all such parties.

4.07 Indemnity. Pivot Point will indemnify and defend Client, at Pivot Point's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Client, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Client: (i) promptly notifies Pivot Point in writing of any such claim; (ii) gives Pivot Point full authority and control of the settlement and defense of the claim; (iii) has not made any admission or offer to settle and (iv) fully cooperates with Pivot Point in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Pivot Point's prior written consent.

4.08 This indemnity does not apply to, and Pivot Point will have no obligation to Client for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Pivot Point unless approved in writing by Pivot Point; (ii) modifications made by Pivot Point at Client's request in compliance with Client's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.



4.09 If an infringement claim arises, or in Pivot Point's reasonable opinion is likely to arise, Pivot Point may, at its own expense and in its own discretion, obtain for Client the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Pivot Point, Pivot Point may terminate the License for the infringing Licensed Software and refund to Client the annual fee paid for the infringing Licensed Software, less a reasonable charge for Client's use of the Licensed Software prior to such termination. THIS SECTION 4 STATES THE ENTIRE OBLIGATION OF PIVOT POINT AND THE EXCLUSIVE REMEDIES OF CLIENT WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

V. Miscellaneous Provisions.

5.01 Assignment. The rights and obligations under the Agreement are not assignable by Client without the prior written consent of Pivot Point, which consent shall not be unreasonably withheld. Acceptance of payment or performance by any other party shall not be deemed to be a consent by Pivot Point to an assignment. No assignment shall relieve Client of its liability hereunder unless Pivot Point otherwise agrees in writing when granting such consent. Subject to the provisions set forth above, the Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of any or all of the parties hereto.

5.02 Non-Waiver. No provision of the Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the party affected thereby.

5.03 Severability. If any clause or provision contained in the Agreement is held to be illegal, invalid or unenforceable, under any present or future law, the remaining terms hereof shall not be affected thereby. In lieu of such clause or provision held to be illegal, invalid or unenforceable there shall be added a clause or provision as similar in terms as possible which shall be legal, valid and enforceable.

5.04 Compliance with Law. The use by Client and Client's authorized employees, agents and users of the Services, including the Suite, shall be in compliance with all applicable laws, statutes, ordinances and governmental regulations. Client shall indemnify, defend and hold Pivot Point harmless from any cost, expense, demand, claim, fine, action, cause of action or other liability arising out of or related to the unlawful use of the Services by Client or its authorized employees, agents or users.

5.05 Future Dealings. This Licensing Agreement shall be applicable to all future transactions and dealings between Pivot Point and Client, unless otherwise agreed to in writing by both Pivot Point and Client.

5.06 Confidentiality. In the course of negotiating, implementing and providing services under the Agreement, Pivot Point and Client may reveal to each other information regarding business data, research, development, manufacturing, clients, vendors, agents, employees, marketing plans, business plans, trade practices, financial information and related matters that are confidential and proprietary. All of such information is hereinafter referred to as "Confidential Information". All Confidential Information shall be deemed to be confidential and proprietary information belonging to the disclosing party and shall be maintained by receiving party in confidence. The parties shall familiarize their respective officers, agents and employees that have access to Confidential Information, or conducting work in relation thereto, with the obligations hereunder. Each party shall take all reasonable precautions, including the establishment of appropriate procedures and disciplines, to safeguard the confidential nature of any Confidential Information. The disclosure of Confidential Information between the parties hereunder shall



not be construed as granting either a license under any intellectual property rights or applications therefor, or any right of ownership or use of any kind therein. All Confidential Information shall remain the property of the party disclosing the same. Confidential Information shall not include any information that: (a) is or becomes generally available to the public other than as a result of a violation of the obligations hereunder; (b) was in a party's possession prior to disclosure by the other party; or (c) was rightfully acquired from a third party who was lawfully in possession of such information and was under no obligation to maintain its confidentiality.

5.07 Rules of Construction. Unless the context otherwise clearly requires, the following rules of construction shall apply to this Licensing Agreement:

- (a) Terms that imply gender shall apply to all genders. All references to the singular shall be deemed to include the plural, and all references to the plural shall be deemed to include the singular.
- (b) Headings are included solely for purposes of reference and shall be ignored in construing the provisions of this Licensing Agreement.
- (c) "Herein", "hereto", "hereof" and words of similar import refer to this Licensing Agreement.
- (d) The word "and" connotes "each and every", and the word "or" connotes "any one or more".
- (e) The word "including", is deemed to be followed by the words "without limitation".
- (f) Any reference to the Agreement, Scope of Services, this Licensing Agreement or other document or record refers to that Agreement, Scope of Services, Licensing Agreement or other document or record as amended, modified or restated, from time to time.
- (g) Any reference to a person or entity shall be construed as a reference to that person or entity's successors, affiliates, assigns, heirs, personal representatives, agents or authorized representatives.
- (h) In the event of a direct conflict between the Scope of Services and this Licensing Agreement, the terms of the Scope of Services shall control. In the event of a conflict between this Licensing Agreement and any written contract or record between Client and a third party of the Services, this Licensing Agreement shall control.



2497 Shepherd Ct, Powell OH 43065
(614) 323-5099 sales@pivotpoint.us
www.PivotPoint.us

Field App Solution Proposal

Contains Confidential Information

Prepared For	South Haven Twp MI Assessor's Office	Quote Number	2367-001
		Customer ID	2367
		Proposal Date	12/2/2024
		Pricing Valid Before	4/1/2025

Initial Setup Costs

Item Name	Description	Quantity	Unit	Cost Per	Total
Field App Solution Setup	Setup fee to import and configure images, sketches, maps and advanced attribution	2,477	Parcel	\$0.10	\$247.70

Total **\$247.70**

Annual License, Maintenance & Cloud Storage Costs

Item Name	Description	Quantity	Unit	Cost Per	Total
Field App Solution License Fee	Search by address, parcel, or location CAMA integration to manage parcels marked for field review. Website to assign, track, and review parcels for field visits. Annotate sketches, record cards and maps. Unlimited seats for iOS, Android, and Microsoft	2,477	Parcel	\$0.35	\$866.95
Cloud Storage- Inclcd w/Field App	Cloud Storage Space	1	5GB	\$0.00	\$0.00
Cloud Storage- Additional 10 GB	10 GB additional Cloud Storage Space	0	10GB	\$80.00	\$0.00
Cloud Storage- Additional 50 GB	50 GB additional Cloud Storage Space	0	50GB	\$300.00	\$0.00
Cloud Storage- Additional 100 GB	100 GB additional Cloud Storage Space	0	100GB	\$500.00	\$0.00

Total **\$866.95**

Professional Service Fees

Item Name	Description	Quantity	Unit	Cost Per	Total
Basic Support (included no cost)	4 hours remote training. 16 hrs remote support	1	-	\$0.00	\$0.00
GIS Services (Hourly)	Assistance setting up AGOL site for use with App	0	Hours	\$140.00	\$0.00
Developer Services (Hourly)	Custom Software Development hours to build interface	0	Hours	\$200.00	\$0.00
Additional Onsite Support	Additional day of onsite support/training	0	-	\$500.00	\$0.00
Additional Remote Support	8 hours of additional remote support	0	-	\$500.00	\$0.00

Total **\$0.00**

Proposal Notes:

Mapping and GIS functionality are dependent on provided GIS data and web mapping services
Quote based on 2,477 real properties.
Includes 5 GB of Cloud Space

See attached Scope of Services, Product Description and License Agreement

First Year Sub-Total (license + setup fees)	\$1,114.65
New Customer Setup Discount (100%)	-\$247.70
Total Discounts & Credits	-\$247.70
First Year Total	\$866.95
Annual Recurring Total	\$866.95

Plus tax if entity is NOT tax exempt

License Term: **1 Year**

Authorized By*

Date

South Haven Charter Township

Van Buren County, Michigan

RESOLUTION NO. _____

**RESOLUTION TO SUPPORT LOCAL CONTROL AND CLAIM OF APPEAL AGAINST
MICHIGAN PUBLIC SERVICE COMMISSION ORDER**

At a meeting of the Township Board of the Township of South Haven Charter (the “Township”), Van Buren County, Michigan, held on December 10, 2024, located at 09761 Blue Star Highway at 7:30 P.M.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, the Township supports state policies that maintain and advance local control; and

WHEREAS, the State of Michigan has adopted policies and introduced legislation that attempts to further reduce local control in key areas affecting unique interests in local communities; and

WHEREAS, media reports describe ongoing efforts by interested groups to push for the further erosion of local control; and

WHEREAS, in 2023, the State of Michigan adopted Public Act 233 of 2023 (“PA 233”); and

WHEREAS, only under limited circumstances, PA 233 confers powers and duties to the Public Service Commission (“PSC”) regarding the siting of utility-scale solar energy facilities, wind energy facilities, and energy storage facilities allowing developers to bypass local zoning authorities when proposing qualifying developments; and

WHEREAS, the PSC issued an order on October 10, 2024 (the “Order”) implementing the provisions of Public Act 233 of 2023 (“PA 233”); and

WHEREAS, the Order attempts to vastly expand the PSC’s limited and enumerated jurisdiction in PA 233 and is both unlawful and unreasonable; and

WHEREAS, the Order is unlawful and unreasonable because, among other reasons: (1) the PSC’s issuance of the Order violates the Administrative Procedures Act, MCL 24.201 *et seq.*, and (2) the Order unlawfully and unreasonably redefines key terms and concepts and creates

processes and procedures that violate the Legislature’s express and unambiguous intent for local input in the regulation of energy facilities; and

WHEREAS, a coalition of Michigan Municipalities timely filed a claim of appeal from the Order on November 8, 2024; and

WHEREAS, the window to appeal the Order was merely 30 days, during which conducting a general election and other business contributed to the Township’s inability to hold a meeting during which it could consider and vote to join the appeal; and

WHEREAS, the Township supports the coalition of Michigan Municipalities in their efforts to protect local control in the regulation of energy facilities; and

WHEREAS, the Township would have joined the appeal if it was able to hold a meeting before the deadline to join; and

NOW, THEREFORE, the Township Board of the Township of South Haven Charter, Van Buren County, Michigan, resolves its unequivocal support of local control and the coalition of Michigan Municipalities that have filed an appeal from the Order.

YEAS: _____

NAYS: _____

ABSENT: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF _____)

I, Brenda Bertorelli, the duly elected Clerk of the Township of South Haven Charter DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of the Township of South Haven Charter at a meeting held on the 11th day of December, 2024, at 7:30 P.M.

Clerk, Brenda Bertorelli
South Haven Township Clerk

Township Use Only	
Date Received:	_____
Received By:	_____
Fee Paid:	_____
Application No.	_____
Renewal date:	_____

South Haven Charter Township
09761 Blue Star Hwy
South Haven Michigan 49090
269-637-3305

APPLICATION TO RENEW ADULT-USE (RECREATIONAL)
MARIHUANA ESTABLISHMENT

Annual fee. A licensee must pay an annual fee for each license used within the Township to help defray administrative and enforcement costs. The initial annual fee must be paid to the Township Clerk when the application for Township approval is submitted.

In each subsequent year, fees are due on the date on which the licensee submits an application to LARA for renewal of the state operating license. The amount of the annual fee is to be established by resolution of the Township Board.

Non-refundable annual fee: \$5,000.00 (payable to South Haven Township)

1. ESTABLISHMENT INFORMATION

a. Name of establishment:

b. Street address of property:

c. Parcel ID No.

d. Current License number

2. APPLICANT INFORMATION – INDIVIDUAL APPLICANT/ NON-INDIVIDUAL APPLICANT

Stakeholder #1 (select highest ranking representative, who will serve as contact person):

Name: _____

Business Address: _____

E-mail Address: _____

Telephone number: _____

3. Has any information changed from the approved application?

____ No ____ Yes If yes, attach the updated/changed information

☐ **APPLICANT ACKNOWLEDGMENT & CERTIFICATION**

- I understand that no person may operate an adult-use marihuana establishment in the Township without an authorization issued by the Township pursuant to the provisions of the Township Code of Ordinances; a special use permit pursuant to the Township Code of Ordinances and the Township Zoning Ordinance; and an operating license from the State of Michigan.
- I agree that if authorization is granted, the Township of South Haven Charter may inspect the establishment at any time during normal business hours to ensure compliance with applicable laws and regulations.
- I understand that the Township may request additional information concerning this renewal application. If I fail to timely provide all requested information, then the Township may discard this renewal application and give it no further consideration.
- I certify that if the proposed establishment is authorized, the establishment will be operated in accordance with state law and all Township ordinances, rules, and regulations.
- I understand that marihuana growing, cultivation, possession, testing, safety compliance, distribution, and use are subject to state and federal laws, rules, and regulations, and that receiving authorization of the Township does not relieve me from complying with those laws, rules, and regulations. I waive and forever release any claim or demand against the Township and its officials, employees, and agents for any damages, liabilities, or attorney fees that I may incur based on my operation of an establishment in the Township.
- I certify that the information in this renewal application (including all attachments) is true and complete to the best of my knowledge.

Applicant Signature

Date

Print applicant name

Property Owner Signature

Date

Print property owner name

**SOUTH HAVEN CHARTER TOWNSHIP VAN BUREN COUNTY
SHORT TERM RENTAL ORDINANCE
ORDINANCE #157**

**AN ORDINANCE TO ADOPT SHORT TERM RENTAL REGULATIONS IN SOUTH
HAVEN CHARTER TOWNSHIP, MICHIGAN.**

South Haven Charter Township ordains as follows:

Sec. 01-01. Purpose.

The Township Board finds that the Short-Term Rental of Single-Family Dwellings within South Haven Township is a matter closely connected with the public health, safety, and welfare of the community. The Township Board has enacted this Ordinance in an attempt to strike an appropriate balance between the interests of community residents, community business owners, visitors to the community, and real property owners wishing to engage in Short-Term Rental of Single-Family Dwellings.

While visitors to the community who rent Single-Family Dwellings on a short-term basis bring many benefits to the community, they can simultaneously create concerns surrounding issues of traffic, parking, congestion, litter, noise, and other similar issues. Meanwhile, issues related to fire safety and life safety codes must be considered in order to maximize the safety and well-being of all in the community. This Ordinance is intended to strike a balance between competing interests.

The Township Board finds that the areas of the Township with predominately Single-Family Dwellings are especially susceptible to the negative effects of Short-Term Rentals since these areas are the least intensively developed residential areas in the Township. Thus, this Ordinance will regulate Short-Term Rentals of only Single-Family Dwellings.

The Township Board finds that there is decreased sensitivity to the effects of Short-Term Rentals in other various areas within the Township, and the Township will regulate Short-Term Rentals accordingly.

Sec. 01-02. Definitions.

- (a) *Dwelling*. Shall have the same definition as in the South Haven Township Zoning Ordinance.
- (b) *Owner*. A person holding legal or equitable title to a Single-Family Dwelling. An Owner may designate an agent to perform duties or receive notice under this Ordinance.
- (c) *Rent or Rental*. The permission, provision, or offering of possession or occupancy of a Single-Family Dwelling with some type of remuneration paid to the Owner for a period of time to a person who is not the Owner, pursuant to a written or verbal agreement.
- (d) *Short-Term Rental*. The Rental or subletting of a Single-Family Dwelling for

compensation for a term of at least three but not more than 27 nights (rentals for less than three nights are not allowed as Short-Term Rentals). Only one Rental term may begin for a Single-Family Dwelling during any calendar week of Sunday through Saturday.

However, the rental of the following shall not be considered Short-Term Rentals: bed and breakfast establishments, motels, resorts, campgrounds, transitional houses operated by a charitable organization, group homes such as nursing homes and adult-foster-care homes, substance-abuse rehabilitation clinics, mental-health facilities, other similar healthcare related facilities, and the Rental of Single-Family Dwellings in the Agricultural District.

- (e) *Single-Family Dwelling*. Shall have the same definition as in the ~~Casco~~^{South Haven} Township Zoning Ordinance.

Sec. 01-03. Applicability.

This Ordinance shall apply only to Short-Term Rentals in the Township.

Sec. 01-04. Registration required.

- (a) *Annual Registration required*. All Short-Term Rentals must be registered with the Township. No Single-Family Dwelling may be used as or advertised for a Short-Term Rental unless registered in accordance with this Ordinance.
- (b) *Application*. To register a Short-Term Rental, the Owner shall satisfy the following requirements.
- (1) The Owner shall provide and certify as true the following on a form provided by the Township:
 - (A) Name, address, and telephone number of the Owner of the Single-Family Dwelling to be used as a Short-Term Rental (if the Owner does not reside within 45 miles of the Single-Family Dwelling, the Owner shall name a local agent); the Owner, a local agent, or the designee of either shall be on site within one hour of being contacted by the Township or law enforcement concerning an issue regarding the Short-Term Rental;
 - (B) The address of the Single-Family Dwelling to be used as a Short-Term Rental (plus additional identification as necessary if there is more than one Single-Family Dwelling at the same address);
 - (C) The number of bedrooms in the Single-Family Dwelling to be used as a Short-Term Rental;
 - (D) The number of off-street parking spaces provided for the Single-Family Dwelling to be used as a Short-Term Rental (this information must also be included in the rental agreement and any online or other advertising for the Single-Family Dwelling);
 - (E) The maximum number of occupants for the Single-Family Dwelling to be

used as Short-Term Rental, subject to any applicable local, state, or federal laws, regulations, or ordinances (this information must also be included in the rental agreement and any online or other advertising for the Single-Family Dwelling);

- (F) The number of days at a time the Owner intends to rent the Single-Family Dwelling as a Short-Term Rental, and the months of the year during which Owner intends to do so;
 - (G) The rental agreement for the Single-Family Dwelling to be used as a Short-Term Rental;
 - (H) The Single-Family Dwelling to be used as a Short-Term Rental's compliance with all requirements of this Ordinance; and
 - (I) Such other information as the Township Board deems appropriate.
- (2) An Owner who wishes to rent or advertise a Single-Family Dwelling as a Short-Term Rental must register the Single-Family Dwelling for each calendar year during which the rental or advertisement shall occur. The Owner shall pay an annual administrative fee, the amount of which shall be established by motion or resolution of the Township Board. Any Owner who rents or advertises a Single-Family Dwelling as a Short-Term Rental after April 1, 2024 without having registered it pursuant to this Ordinance shall pay an increased fee, the amount of which is also to be set by motion or resolution of the Township Board.

Sec. 01-05. Short-Term Rental Regulations.

Single-Family Dwellings used as a Short-Term Rentals are subject to the following requirements and performance standards.

- (a) *Street address posted within the Single-Family Dwelling.* The street address of the property shall be posted in at least two prominent locations within the Single-Family Dwelling in order to assist occupants in directing emergency service personnel in the event of an emergency. The address should be posted near the kitchen and near any telephone or pool.
- (b) *Maximum occupancy.* Beginning April 1, 2024 the maximum occupancy of any Single-Family Dwelling used as a Short-Term Rental shall be as follows.
 - (1) Maximum occupancy in a Single-Family Dwelling used as a Short-Term Rental shall not exceed the lesser of: (i) 12 total occupants; or (ii) two occupants per bedroom plus two additional occupants per finished story, which meets the applicable egress requirements for occupancy in the Michigan Construction Code, subject to any other local, state, or federal requirements.
 - (2) In addition to the maximum occupancy specified in subsection (1) above, a Single-Family Dwelling used as a Short-Term Rental may have a total number of

people on site, including occupants and day-time guests (allowed to be present at most from sunrise to sunset), up to 1.5 times the maximum number of occupants allowed by subsection (1). A fractional number of people allowed shall be rounded up to the nearest whole number.

(c) *Smoke detectors and carbon monoxide devices.* Single-Family Dwellings used as Short-Term Rentals must possess:

- (1) Operational smoke detectors in each bedroom, which must be tested at least every 90 days to ensure that they are properly functioning; and
- (2) At least one operational and approved carbon monoxide device of the type described in MCL 125.1504 on each floor, which must be tested at least every 90 days to ensure proper functioning.

(d) *Zoning compliance.* Short-Term Rentals are also regulated in the South Haven Township Zoning Ordinance, and nothing in this Ordinance shall be construed as excusing compliance with zoning requirements.

(e) *Attics and basements.* No attic or basement can be counted for the purpose of determining the maximum number of occupants in a Single-Family Dwelling used as a Short-Term Rental, unless the Owner has given the Township, in writing, consent for the Township to inspect the premises to verify whether that attic or basement meets the applicable egress requirements for occupancy in the Michigan Construction Code, the Michigan Residential Code, and the applicable fire codes.

(f) *Inspections.* The Owner must consent to inspections of the Single-Family Dwelling used as a Short-Term Rental by South Haven Area Emergency Services upon request. In any area in which public water and public sanitary sewer are not available, the Owner must also consent to and pay for a septic inspection by the Van Buren County Health Department and must obtain a certificate indicating the Single-Family Dwelling used as a Short-Term Rental has adequate septic pumping, which shall be renewed every three years.

(g) *SHAES Street Number.* The Single-Family Dwelling used as a Short-Term Rental must have a street number marker installed by South Haven Area Emergency Services.

(h) *Insurance.* Single-Family Dwellings used as Short-Term Rentals must be insured by a comprehensive rental dwelling insurance policy with coverage of at least \$1,000,000.00. The Owner shall provide to the Township confirmation of the existence of the insurance with a copy of proof, each time the Short-Term Rental is registered with the Township.

(i) *Notice of Township Rules and Policies.* Renters of Single-Family Dwellings used as Short-Term Rentals must be provided copies of or information regarding the following:

- (1) This Ordinance and the South Haven Township Zoning Ordinance;
- (2) Information regarding trash receptacle pick-up, property boundaries, on-site

parking, limitations on day-time visitors per subsection (b)(2) above, and common areas which are available for the renters' use; and

- (3) The South Haven Township Anti-Noise Ordinance, Ordinance Number 29, which shall highlight the quiet hours, which extend between the hours of 11:00 PM and 7:00 AM daily.
 - (4) Water safety information, including guidance on South Haven beach flags.
 - (5) The City of South Haven Golf Cart Ordinance, Ordinance Number 1083, and information regarding the restriction of golf carts from operating anywhere not explicitly permitted by ordinance or law, including the fact that golf carts are not permitted on county roads within the Township.
- (j) *Notice of emergency numbers and addresses.* The street address and phone number of the nearest hospital must be made available in the Short-Term Rental in an easily accessible location. The Owner must notify Renters, upon or prior to their arrival, of the location of this information.
- (k) *Adequate trash receptacles.* Single-Family Dwellings used as Short-Term Rentals must have a minimum of one large container of at least 90 gallons for every four occupants.
- (l) *Reflective address signs.* The Owner must post a reflective address sign on or near the mailbox of the Short-Term Rental. The sign must meet all of the following requirements:
- (1) The street number must be in reflective, white numbers at least 3 inches in height.
 - (2) The sign must be mounted to a post or a mailbox.
 - (3) The sign must be at least 5 feet above the grade of the road.
 - (4) The sign must be plainly visible from either direction of approach to the driveway.
 - (5) The sign must be adjacent to the driveway it services.

Sec. 01-06. Violations; revocation of registration.

- (a) *Violations as municipal civil infractions.* Any violation of a provision of this Ordinance shall be a municipal civil infraction. Each day that a violation continues constitutes a separate violation. Notwithstanding any other Township ordinance, violations of this Ordinance are subject to the following fines:
- (1) *Short-term rental of unregistered dwellings.* The operation of an unregistered Short-Term Rental is \$750 for a first violation and \$1,000 for each subsequent violation;
 - (2) *Maximum occupancy.* The fine for exceeding the maximum occupancy permitted

for a Short-Term Rental is \$500 for a first offense and \$1,500 for each subsequent offense; and

- (3) *Other provisions.* Fines for other violations of this Ordinance are \$100 for a first offense, \$500 for a second offense, and \$1,500 for each subsequent offense.

(b) Revocation of registration.

- (1) *Offenses warranting revocation.* The Township may revoke the rental registration for any Single-Family Dwelling used as a Short-Term Rental which is the site of at least three separate incidents, occurring on three separate days, within a calendar year resulting in a plea of responsibility (with or without an explanation), a plea of guilty, a plea of no contest, or a court's determination of responsibility or guilt by the Owner or any renter for a violation of one or more of the following:
- (A) Any provision of this Ordinance;
 - (B) Any provision of any other Township ordinance, including its Anti-Noise Ordinance, Controlled Substances and Offenses Against Public Peace Ordinance, Zoning Ordinance, and any other Township ordinance, section of the Zoning Ordinance, or permit or approval process; or
 - (C) Any violation of any other local, state, or federal law or regulation.
- (2) *Revocation procedure.* Upon a determination by the Zoning Administrator that the Short-Term Rental registration is subject to revocation, the Zoning Administrator shall issue a notice to the Owner that the Township intends to revoke the rental registration. The notice shall inform the Owner of their right to a hearing to show cause as to why the registration should not be revoked, if a hearing is requested within 14 days of the service of the notice. If a hearing is timely requested, the Township shall schedule the hearing before the Township Board and notify the Owner in writing of a time and place for that hearing. At the hearing, the Owner may present evidence that the requirements for revocation provided in subsection (b)(1) are not satisfied, or that the Owner should not be held responsible for one or more of the three requisite violations due to extenuating circumstances. Extenuating circumstances may include circumstances such as: (i) the violation was committed by a non-renter and the renter(s) attempted to prevent or halt the violation; (ii) the violation resulted from an act of God; or (iii) other circumstances that the Owner could not reasonably anticipate and prevent or could not reasonably control.
- (3) *Revocation period and effect.* Upon revocation of registration, a Dwelling cannot be re-registered as a Short-Term Rental for a period of one year and cannot be used for Short-Term Rentals until re-registered.

Sec. 01-07. Review after implementation; public hearing required before amendment or repeal.

(a) *Review after implementation.* Not later than December 31, 2024 the Township Board shall begin a review of this Ordinance to determine whether its implementation has achieved its intent; to determine whether the fees received by the Township for the registration of Short-Term Rentals approximately equal the costs of enforcement incurred by the Township pursuant to this Ordinance; and to determine what, if any, amendments should be made to this Ordinance.

(b) *Public hearing required.* The Township Board shall hold a public hearing before amending or repealing any provision of this Ordinance, publishing notice in a newspaper of general circulation in the Township and posting notice in Township Hall and on the Township's website at least 15 days prior to such meeting.

Sec. 01-08. Effective date.

This Ordinance was approved and adopted by the Township Board of the Township of South Haven, Van Buren County, Michigan, on October 11, 2023. This Ordinance shall be effective 30 days after publication of its contents or a summary of its contents in a local newspaper of general circulation in the Township.

Sec. 01-09. Severability.

The provisions of this ordinance are severable. If any portion of this Ordinance is declared void or unenforceable for any reason by a court of competent jurisdiction, the remainder of the Ordinance will remain in full force and effect.

Sec. 01-10. Repealer.

All ordinance or parts of ordinances in conflict with this Ordinance are repealed.

Ross Stein, Township Supervisor

Brenda Bertorelli
Brenda Bertorelli, Township Clerk

Michigan Township Services - Allegan, Inc.

111 Grand Street
(269) 673-3239 fax: (269)673-9583

Permits Issued For SOUTH HAVEN TOWNSHIP

Building

Date	Permit #	Site Address	Construction Cost	Permit Cost	Owner	Type Of Construction
11/8/2024	SHB24076	05251 C. R. 689	\$41,015.00	\$263.00	Iussig	Siding/Wdws/Re-Roof
11/4/2024	SHB24083	76616 Fieldstone Circle	\$308,032.10	\$1,064.00	Roeder	Remodel/Addition
11/6/2024	SHB24084	05220 C.R. 689	\$15,744.00	\$188.00	Schrader	Deck
11/14/2024	SHB24085	12374 Lakebridge Ln	\$175,000.00	\$665.00	Bower	Porch Addition/Pool Fence
11/20/2024	SHB24086	72710 Lighthouse Blvd	\$4,700,000.00	\$9,540.00	U-Haul International	Main Office/Storage Bldg
11/20/2024	SHB24087	72710 Lighthouse Blvd	\$3,000,000.00	\$6,140.00	U-Haul International	Accssy Storage Building
11/20/2024	SHB24088	19130 77th St	\$400,000.00	\$1,340.00	Gilbert	New Res w/ Att Garage
11/27/2024	SHB24089	74029 8th Ave		\$75.00	Chwalek-Hruswicki	Demo Accssy Bldg
Building Totals			\$8,639,791.10	\$19,275.00		

Electrical

Date	Permit #	Site Address	Construction Cost	Permit Cost	Owner	Type Of Construction
11/4/2024	SHE24078	01291 73rd St		\$115.00	Samuelson	
11/19/2024	SHE24079	08922 C. R. 689		\$110.00	Wilmoth	
11/18/2024	SHE24080	76616 Fieldstone Circle		\$167.00	Roeder	Remodel/Addition
11/26/2024	SHE24081	73333 12th Ave		\$105.00	Mallec	Mftd Home w/ Att Garage
Electrical Totals				\$497.00		

Mechanical

Date	Permit #	Site Address	Construction Cost	Permit Cost	Owner	Type Of Construction
11/4/2024	SHM24070	16610 77th St Firelane 1 / off		\$269.00	Peters	Demo / New Residence
11/4/2024	SHM24071	76345 Haven Dr		\$130.00	Hirano	
Mechanical Totals				\$399.00		
Mechanical Totals			\$8,639,791.10	\$20,171.00	\$2,017.10	

**SOUTH HAVEN CHARTER TOWNSHIP
PLANNING COMMISSION
MINUTES**

Wednesday November 6, 2024

DRAFT

1) Call to Order: 7:00 PM

2) Role Call:

Tippman - present
Kiry – present
Odland - present
Meyer – absent
Poole – present
Dibble – absent
Nicol – present
Excused absence Dibble and Meyer

Smalley, Zoning Administrator
Applicants- hotel and solar farm
audience members

3) Approval of the Agenda

Motion by Tippman to approve the agenda as written, second by Kiry, 5-0 yes, motion passed.

4) Approval of the Minutes

Motion by Poole to approve the minutes of October 2, 2024 as presented, second by Nicol, 5-0, yes motion passed.

5) Public Comment non-agenda items - none

6) Communications / Correspondence

letter by Betty Johnson and Eldridge Tincher, Faye Ct, concerns regarding solar farm.

7) Public Hearing - none

8) New Business –

- a. 2025 Calendar – 1st Wed of each month, 7pm. No January meeting, falls on Jan 1.
Motion by Tippman to approve the 2025 Calendar, second by Nicol, 5-0 yes, motion passed.
- b. No other new business

9) Unfinished Business

- a. Springer Appliance, 19883 Blue Star Hwy, rebuild extension.
The applicant was not in attendance. Previous rebuild extensions were March 7, 2018, for 1 year and Nov 6 2019, for 2 years. Extension request is a year expired and the

owner was absent for two meeting to discuss. Discussion: been 8 years since fire, 2 extensions and 2 more extension requests without applicant. Extension should not be granted and the owner will need to go through site plan review process; RCO allowed retail with special use permit.

Motion by Kiry to extend the request another year, was not a second. Motion failed.

Motion by Nicol to not grant the rebuild extension, the owner to go through site plan review process when ready to build, second by Poole, 5-0 yes, motion passed.

- b. Continue Site Plan Review, proposed new hotel, 71751 Phoenix (CR 388), 80-17-012-047-01, approx. 14 acres, proposed 100 rooms.

Smalley briefly went over the project; 14 acre property, the hotel will take up approx. 3 acres. This project will have shared access from Phoenix with the property to the east (per City request, access management).

Brian Biskner, Umlor Group and Sly Sandiha were present. Townhouse Suites are designed for extended stay, kitchenettes. There is not a hotel like this in the area. The hotel is set back in the property due to natural drain area; there is not a plan to develop in the front of hotel. There will be utility stunned in to rear of hotel for possible future development, but nothing planned. Per stated earlier, there will be a shared access and utility easement(s) with property to the west (80-17-011-029-25); directly across from Veterans Blvd.

Public comments:

Walter Glogowski, Compton Dr: what type of lighting will be used? Brian Biskner stated, the lighting will be per dark sky suggestion, shine down and not extend over property line.

22.06 Site Plan Review Fact of Finding

1. Surface Water Drainage: applicant worked with VBCO Drain Commission; protecting natural drain/flow areas; vegetated swale/retention areas; site plan conforms
2. Drives, Parking and Circulation: parking exceeds the requirement; The City of South Haven is approving body for the driveway/access easement; site plan conforms
3. Roads, Utility Service and Infrastructure: easements and driveways wide enough for utilities; wires will be underground; site plan conforms
4. Signs and Lighting: main sign will be shared with neighbor to west; other signs on the building meet ordinance regs; lighting is down shielded using dark sky suggestions; site plan conforms
5. Screening and Buffering: tree screening north east corner to screen adjacent property; tree screening on east side along hotel site to screen future apartment project; other areas will not be developed and left natural; site plan conforms

No further discussion.

Motion by Tippman to approve the site plan with condition: obtain all required federal, state, county, local permits prior to construction starting, second by Poole. No discussion. Roll call vote: Poole,-Yes; Tippman-Yes; Odland-Yes; Nicol-Yes; Kiry-Yes. 5-0 yes, motion passed.

c. Revised site plan, SolAmerica, Solar Farm, 73rd St/M-43

3 presenters for a short power point.

Dana Burd, South Haven electric utility, the solar will help to continue reliable electric to the area, SH is 1 of 40 municipal owned power utilities, also supported by Michigan Public Power Agency (MPPA). SH power will be the sole customer for the solar. Per the State Energy Act, the percentage for renewable energy goes up every 5 or so years.

Steve Donkersloot (MPPA) explained what MPPA is, est 1978 with 22 members to help municipal electric utilities access power. Provide power supply expertise, services and recommendations. Solar project is per a grant, SolAmerica the developer. This project is projected 25 years

Tony Yonnone, SolAmerica, developed over 100 projects in 15 states, mission is to help America achieve energy independence. Panels are American made. Went over the revised site plan; decreased the footprint from 29.4 acres to 16.3 acres; permanent vegetation will be established prior to construction; racking was changed to Single Axis Trackers (panels do not move/rotate with the sun). Max of 44db at the property line. Panels will be 600ft away from south property line.

Correspondence letter read, and went over the concerns

Public comments:

Walter Glogowski, Compton Dr, handed out a letter regarding the other solar projects in the state and how many homes are effected. 10 projects the highest number of homes is 8. This project effects 60+ homes.

Mary Ann Glogowski, Compton Dr, researched property values will decrease, someone should fund the difference when home sells; solar panels create a heat island and created heat harmful to wildlife, dry soil.

Dave Trinka, Faye Ct, asked if the project was on 1 or 2 parcels, and could expand. Tony, SolAmerica responded, only 1 parcel and this is the max usage for property, will not expand.

Mrs. Trinka, Faye Ct, How will this benefit the Township? How much reduction in bill will there be? Chris May, DPW explained; there is not a specific number, costs for Everything go up, this will help maintain fee and not increase.

Jim Horan, 6th Ave, property is MDR and will loose millions for not hooking to water/ Sewer. The City owns property on 12th Ave the project could go there.

Kate Hosier, City of South Haven Manager, welcomed the audience to attend any City (DPW) meeting to learn more about the electric process.

Commission Comments:

Tippman – site plan packet was good, lots of information

Kiry – no comment

Grant – no comment

Odland – no comment

Poole – hears the audience concerns, we use the Township standards for review process.

Special Use, Section 15.28, Solar Farm and Solar Energy Systems

Property zoned MDR.

Requirements A-P

#B. no water is needed for this project

#D. panels on plan 4feet in height

Comply with all standards

Section 15.06 Standards and finding for determination

- A. Will be harmonious with and in accordance with the general objectives, intent and purposes of this Ordinance.
Zoned MDR, allowed with special use, comply with standards, 15.28
- B. Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.
Resign site plan, condense to 16ac, reduced height, moved farther from neighborhood.
Remaining land will be farmed.
- C. Will be served adequately by essential public facilities and services; such as, highways, roads, police and fire protection, drainage structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed special use shall be able to provide adequately any such service.
Electric is public utility. Storm water will be retained, no refuse, low traffic in the site
- D. Will not be hazardous or disturbing to existing or future neighboring uses.
Noise was reduced, 44db at property line
- E. Will not create excessive additional requirements at public cost for public facilities, utilities and services.
No, project is for municipal electric

Site Plan Review 22.06, Criteria for Site Plan Review

- 1. SURFACE WATER DRAINAGE: yes, worked with drain commission, low impact site will have stabilized vegetation
- 2. DRIVES, PARKING AND CIRCULATION: drives and circulation on plan and ok by fire department and road commission; no parking area
- 3. ROADS, UTILITY SERVICE AND INFRASTRUCTURE: 2 driveways off 73rd St, only electric, infrastructure solar panels
- 4. SIGNS AND LIGHTING: no signs, no lighting
- 5. SCREENING AND BUFFERING: plan shows additional screening (trees), panels moved 600+ feet away from neighborhood to south. There will be a fence around panels.

Motion by Poole to recommend approval of the site plan and special use to the Township Board with condition: obtain all required federal, state, county, local permits. Second by Nicol. No discussion.
Roll call vote: Poole,-Yes; Tippman-No; Odland-Yes; Nicol-Yes; Kiry-Yes. 4-1 yes, motion passed.

10) Staff & Subcommittee report

ZBA report- no report

Board report – refer to Board minutes

Zoning report – possible Stash Ventures public hearing Dec meeting.

11) Commissioner Comments and Public Comment

Poole stated he went through the Citizen Planner course and highly recommends for all members to do.

12) Adjournment

at 9:15 pm

Respectfully Submitted by:

Tasha Smalley

Zoning Administrator/Recording Secretary

INVOICE REGISTER FOR SOUTH HAVEN CHARTER TWP

EXP CHECK RUN DATES 12/11/2024 - 12/11/2024

POSTED
PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
3964 0000000375	HAVEN MAID CLEANING OF TOWNSHIP 101-265-812.000	12/11/2024 SCALLAGHAN CLEANING SERVICES-TOWNSHIP	12/11/2024	400.00 400.00	0.00	PAID	Y 12/11/2024
DEC 2024 0000000376	VAN BUREN COUNTY DRAIN COMMISSIONER DRAIN SPECIAL ASSESSMENT PROJECT 101-445-963.000	12/11/2024 SCALLAGHAN DRAINS AT LARGE-17*SOUTH SEE ATTACH	12/11/2024	13,854.30 13,854.30	0.00	PAID	Y 12/11/2024
14889 0000000377	SOUTH HAVEN REGIONAL AIRPORT AUTHORITY ANNUAL CONTRIBUTION 24-25 101-595-809.000	12/11/2024 SCALLAGHAN AIRPORT AUTHORITY-ANNUAL CONTRIBUTION	12/11/2024	38,550.26 38,550.26	0.00	PAID	Y 12/11/2024
DECEMBER 2024 0000000379	PAT'S PRONTO DUMP PERMITS FOR 2025 101-272-901.000	12/11/2024 SCALLAGHAN PRINTING-DUMP PERMITS		188.55 188.55	0.00	PAID	Y 12/11/2024
83907 0000000380	SPECTRUM PRINTERS VOTE TEST TEST DECKS 101-262-806.000	12/11/2024 SCALLAGHAN VOTING MACHINE SETUP	12/11/2024	420.00 420.00	0.00	PAID	Y 12/11/2024
SHTWP001 0000000381	ASSESSING SOLUTIONS ASSESSING SERVICES-DEC 101-257-808.000	12/11/2024 SCALLAGHAN ASSESSOR CONTRACT-DEC	12/11/2024	4,160.00 4,160.00	0.00	PAID	Y 12/11/2024
1287 0000000382	MARK A. MANNING DECEMBER INVOICING 101-272-801.000	12/11/2024 SCALLAGHAN LEGAL-DECEMBER	12/11/2024	3,000.00 3,000.00	0.00	PAID	Y 12/11/2024
1090439 0000000383	BEST WAY DISPOSAL GARBAGE 101-265-811.000	12/11/2024 SCALLAGHAN GROUND MAINTENANCE AND PLOWING	12/11/2024	126.60 126.60	0.00	PAID	Y 12/11/2024

INVOICE REGISTER FOR SOUTH HAVEN CHARTER TWP
EXP CHECK RUN DATES 12/11/2024 - 12/11/2024
POSTED
PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
1082520 0000000384	BEST WAY DISPOSAL TRANSFER STATION 101-528-818.000 ✓	12/11/2024 SCALLAGHAN TRANSFER STATION	12/11/2024	2,660.00 2,660.00	0.00	PAID	Y 12/11/2024
DEC FINAL 24 0000000385	KWH APPRAISAL SERVICES, LLC ASSESSING SERVICES FOR DECEMBER 101-257-808.000 101-257-808.100	12/11/2024 SCALLAGHAN ASSESSOR CONTRACT-DEC AMAR REVIEW-DEC	12/11/2024	3,352.00 2,420.00 932.00	0.00	PAID	Y 12/11/2024
4153 0000000386	MICHIGAN TOWNSHIP SERVICES PERMITS FOR DECEMBER 101-371-813.000 101-371-814.000 101-702-815.000	12/11/2024 SCALLAGHAN BUILDING INSPECTION-DEC PERMITS ELECTRICAL INSPECTOR-ELECTRICAL PERM DEC ZONING ADMINISTRATION-	12/11/2024	29,173.50 19,674.00 497.00 9,002.50	0.00	PAID	Y 12/11/2024
DEC ELEC 0000000387	CITY OF SOUTH HAVEN UTILITIES ROUND ABOUT 101-448-924.000	12/11/2024 SCALLAGHAN STREET LIGHTING-ROUND ABOUT	12/11/2024	30.60 30.60	0.00	PAID	Y 12/11/2024
WTAX 24 0000000388	SOUTH HAVEN CHARTER TWP GENERAL FUN EVERGREEN 101-272-955.100	12/11/2024 SCALLAGHAN PROPERTY TAX EVERGREEN 80-17-180-037-00	12/11/2024	3,065.30 3,065.30	0.00	PAID	Y 12/11/2024
W POSTAGE 0000000389	KCI POSTAGE FOR TAXES 101-253-901.000	12/11/2024 SCALLAGHAN PRINTING-WINTER TAXES POSTAGE	12/11/2024	1,342.02 1,342.02	0.00	PAID	Y 12/11/2024

Estimated
Bloomingtondale Communications \$200.00 } \$500.00
Michigan Gas \$300.00
of Invoices: 14 # Due: 0
of Credit Memos: 0 # Due: 0
Net of Invoices and Credit Memos:
100,323.13
0.00
100,323.13
--- TOTALS BY FUND ---
101 GENERAL
100,323.13

Estimated \$ 500.00
100,823.13