

AGENDA
SOUTH HAVEN CHARTER TOWNSHIP
March 12, 2025

1. Call to Order
2. Pledge of Allegiance
3. Approval of Minutes of February 12, 2025
4. Correspondence
5. Public Comments, Audience Members are allowed 3 minutes to discuss items not on the Agenda (5 minutes for groups)
6. Approval of Agenda

7. UNFINISHED BUSINESS
 - A) Affordable Housing Updates
 - B) Short Term Rental Updates
 - C)

8. NEW BUSINESS
 - A) Resolution 25-08 to Adopt Ordinance #167 Pilot-Sunset Grove
 - B) Approve Letter in Support of 911 Operations Center
 - C) Resolution 25-09 to Support Riverwoods Grant
 - D) Approve Letter in Support of VBCD NextCycle Program
 - E) Resolution 25-10 to Approve Metro Act Extension for ACD.net
 - F) Approve new Assessor Contract
 - G) Set Public Hearing date for Special Assessment District Applewood
 - H) Bids for Lawn Maintenance
 - I) Discussion of Marijuana Tax Income
 - J) Resolution 25-12 for Short Term Rental Ordinance
 - K)

9. REPORTS
 - Airport
 - Building/Electrical/Mechanical
 - Building Committee
 - Fire/Ambulance
 - Library
 - Park Committee
 - Planning Commission
 - Roads
 - Senior Services
 - Water/Sewer Authority
 - Zoning Board of Appeals

10. TREASURER'S REPORT

11. BOARD COMMENTS

12. ADJOURNMENT

**SOUTH HAVEN CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING
WEDNESDAY, FEBRUARY 12, 2025**

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

Absent: DeGrandchamp and Lewandowski

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

Motion by Wiatrowski, supported by Poole, to approve the Minutes of the January 8, 2025 Regular Meeting as presented. All voted in favor. Motion carried.

Motion by Wiatrowski, supported by Poole, to approve creating a Resolution in support of HB4027 and HB4028. All voted in favor. Motion carried.

Chief Brandon Hinz was in attendance to give a report for SHAES.

Motion by Wiatrowski, supported by Poole, to approve the Agenda. All voted in favor. Motion carried.

Supervisor Stein reported that two projects failed getting MSHDA funding and will be trying again. He also reported that Mandy and he are completing their training on Granicus for Short Term Rentals.

Motion by Wiatrowski, supported by Poole, to approve Resolution 25-03 supporting Local Bridge Funding. All voted in favor by roll call vote. Motion carried.

Motion by Bertorelli, supported by Fisher, to approve Resolution 25-04 Poverty Exemption Resolution. All voted in favor by roll call vote. Motion carried.

Motion by Poole, supported by Wiatrowski, to open the Public Hearing to consider amending the PA425 agreement on M140 with the City of South Haven for the Samaritas project. All voted in favor. Motion carried.

Supervisor Stein explained the 425 agreement and the area on M140 Hwy that it covered for development purposes. Samaritas is going for a MSHDA funding for a project in this area and since the township planning process moves quicker we feel the need to amend the original agreement. There will be 53 apartments and the developer needs to have his information submitted by April.

Michael Saenz asked what a 425 was.

Supervisor Stein explained that the ownership doesn't change but jurisdiction is transferred. This amendment will reverse that change for this area.

Trustee Wiatrowski asked what properties were involved and why not all of the properties in that area.

Supervisor Stein explained that some had already been recently developed so their inclusion was not necessary.

Diane Rigozzi of Senior Services thanked the board for moving quickly.

Motion by Poole, supported by Wiatrowski, to close the public hearing. All voted in favor.

Motion by Poole, supported by Wiatrowski, to approve Resolution 25-05 Amending the PA425. All voted in favor by roll call vote. Motion carried.

Motion by Bertorelli, supported by Fisher, to open the public hearing for considering amendments to the Short Term Rental Ordinance. All voted in favor. Motion carried.

Trustee Wiatrowski suggested the following changes: During registration home owners should supply a copy of their Use Tax License. If they are a member of an HOA homeowners should supply a copy of a letter of approval from the HOA. Home owners should send a letter to their adjacent neighbors letting them know they will be renting their property. The current list of items that home owners need to supply renters should be kept in a binder visible to the renter.

Supervisor Stein suggested that the clerk type up the changes and email the amended document to board members to view. Then if there are no more questions it can be forwarded to the attorney.

Clerk Bertorelli mentioned that she has had property owners wonder if they could rent out their properties more than once a week as long as the renters are there at least 3 days. Board members felt we should keep the current status of only renting a property once a week with a minimum of 3 days.

Motion by Wiatrowski, supported by Fisher, to close the public hearing. All voted in favor. Motion carried.

Motion by Poole, supported by Wiatrowski, to approve Resolution 25-06 to Adopt Ordinance #167 Zoning Text Amendments. All voted in favor by roll call vote. Motion carried.

Motion by Wiatrowski, supported by Bertorelli, to approve Resolution 25-07 Introducing Ordinance #167 a Pilot for Sunset Grove. All voted in favor by roll call vote. Motion carried.

Motion by Poole, supported by Wiatrowski, to accept the Planning Commission's recommendation for a special use by Stash Ventures LLC for a marijuana business. All voted in favor by roll call vote. Motion carried.

Motion by Wiatrowski, supported by Fisher, to approve the Lease Agreement with Best Way for operating the transfer station. All voted in favor. Motion carried.

Motion by Wiatrowski, supported by Fisher, to approve the Fee Schedule changes suggested by the Zoning Administrator. All voted in favor. Motion carried.

Reports from various committees and authorities were received. W.C. Askew was in attendance for the Road Commission, Diane Rigozzi reported for Senior Services.

Motion by Fisher, supported by Wiatrowski, to approve payment of anticipated bills in the amount of \$94,188.27. All voted in favor by roll call vote. Motion carried.

Motion by Fisher, supported by Poole, to cover expenses for the Treasurer to attend a seminar. All voted in favor. Motion carried.

The Clerk reported that she is going through the Policy Book and will bring changes for removing outdated items at the next meeting.

There was board consensus to increase the FOIA amount for copies to \$1.00 a copy.

Meeting adjourned at 8:41 p.m.

Brenda Bertorelli, Clerk

Ross Stein, Supervisor

CHARTER TOWNSHIP OF SOUTH HAVEN

RESOLUTION NO. _____

**RESOLUTION TO ADOPT ORDINANCE NO. 167,
AN ORDINANCE TO PROVIDE FOR A PAYMENT IN LIEU OF TAXES**

At a meeting of the Township Board for the Charter Township of South Haven, Van Buren County, Michigan, held on the 12th day of March, 2025.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

WHEREAS, pursuant to the Michigan Charter Township Act, Act 359 of 1947, MCL 42.1 *et seq.*, as amended, South Haven Township (“Township”) has the authority to enact ordinances to provide for the public health, safety, and welfare; and

WHEREAS, the State Housing Development Authority Act of 1966, PA 346, as amended, MCL 125.1401 *et seq.* (the “Act”), provides in part that certain non-profit housing projects financed with the federally aided or housing authority aided mortgage, advance, or grant are exempt from all ad valorem property taxes, provided that the owner of such exempt housing project “shall pay to the municipality in which the project is located an annual service charge for public services in lieu of all taxes” (MCL 125.1415a); and

WHEREAS, Samaritas Affordable Living Sunset Grove LDHA LP (“Sponsor”), has requested that the Township charge an annual service charge in lieu of taxes for the Sunset Grove at South Haven, which is located within the Township; and

WHEREAS, the Sponsor has provided documentation in support of its request; and

WHEREAS, the Act provides that a municipality may, by ordinance, establish or change, by any amount it chooses, the service charge to be paid in lieu of taxes by all or any class of

housing projects exemption from taxation under this act, provided that the service charge shall not exceed the taxes that would be paid but for the Act; and

WHEREAS, the Township desires to grant the request and determine the amount of the annual service charge by adopting an ordinance establishing the amount of such annual service charge; and

WHEREAS, the Township Board introduced “An Ordinance to Provide for a Payment in Lieu of Taxes” (the “Ordinance”) at its February 12th, 2025 meeting; and

WHEREAS, the Township Board has determined that it is in the best interest of the public health, safety, and welfare to adopt such an ordinance.

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

1. Ordinance No. 167, An Ordinance to Provide for a Payment in Lieu of Taxes, attached as **Exhibit A**, is hereby adopted.

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

3. The Township Clerk shall either publish the Ordinance in a newspaper of general circulation in the Township or post the Ordinance in the Township Clerk’s office and on the Township’s website and publish a Notice of Posting of Adopted Ordinance in a newspaper of general circulation in the Township.

4. Any and all resolutions that are in conflict with this Resolution are hereby repealed upon the effective date of the Ordinance, but only to the extent necessary to give this Resolution full force and effect.

A vote on the above Resolution was taken and was as follows:

ADOPTED:

YEAS: _____

NAYS: _____

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

I, the undersigned, the duly qualified and acting Township Clerk of the Township of South Haven, Michigan, CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a meeting held on the 12th day of March, 2025.

Brenda Bertorelli, Township Clerk

**CHARTER TOWNSHIP OF SOUTH HAVEN
VAN BUREN COUNTY, MICHIGAN**

ORDINANCE NO. 167

**AN ORDINANCE TO PROVIDE FOR
A PAYMENT IN LIEU OF TAXES**

THE CHARTER TOWNSHIP OF SOUTH HAVEN ORDAINS:

Section 1. Purpose and Findings.

- A. Providing affordable housing, including rent-restricted housing, is an important public necessity and a proper public purpose for local governments. South Haven Charter Township wishes to encourage developers to build affordable housing by accepting a service charge or payment in lieu of property taxes (a “PILOT”), as authorized by the State Housing Development Authority Act of 1966, 1966 PA 356, MCL 125.1401 *et seq.*, as amended. The Township may require a PILOT up to the amount of taxes that would otherwise be due in exchange for the exemption from property taxes. The Township intends to establish a PILOT so that developers can determine if a housing project with a PILOT is economically feasible.
- B. The Sponsor (as defined in Section 2) has offered to construct, own, and operate a housing project with income and rent limitations identified as “Sunset Grove at South Haven” on real property, particularly described in Exhibit A, in the Township. This offer is contingent on the Sponsor’s receipt of a Mortgage Loan (as defined in Section 2).
- C. The Sponsor offers to pay a PILOT to the Charter Township of South Haven in the amount of 4% of the difference between the annual shelter rents actually collected.

Section 2: Definitions:

- A. Act means the State Housing Development Authority Act, Public Act 346 of 1966, as amended.
- B. Authority means the Michigan State Housing Development Authority.
- C. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges exclusive of utilities.
- D. Housing Development means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines to improve the quality of the development as it relates to housing for persons of low or moderate income. For the purposes of this Ordinance, the name of this development is Sunset Grove at South Haven.

- E. LIHTC means low income housing tax credits.
- F. Mortgage Loan means either a loan that is Federally-Aided (as defined in Section 11 of the Act), or a loan made by the Authority, the USDA-Rural Development, or the US Department of Housing and Urban Development to sponsor the construction, rehabilitation, acquisition, or permanent financing of a housing development or a mortgage loan insured by HUD, as defined by the Act.
- G. Sponsor means any entity or entities that have applied to the Authority for a Mortgage Loan or applied for other government insured mortgage financing or LIHTC funds to finance a Housing Development. For the purposes of this Ordinance, the Sponsor is Samaritas Affordable Living Sunset Grove LDHA LP, and their successors and assigns.
- H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 3: Class of Housing Development Exempt from Taxation

The PILOT will apply to the Housing Development known as Sunset Grove at South Haven, financed or assisted under the Act for low and moderate income housing for families.

SECTION 4: Establishment of PILOT

- A. The Housing Development identified as Sunset Grove at South Haven and the property on which it shall be constructed (described in Exhibit A) is exempt from all property taxes from and after the commencement of construction. The Charter Township of South Haven acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and the qualification of the Housing Development for exemption from property taxes and a PILOT as established in this Ordinance. The Charter Township of South Haven acknowledges that the Sponsor's performance is contingent on receipt of a Mortgage Loan from the Authority or other appropriate source, to construct, own, and operate the Housing Development, and agrees to accept payment of a PILOT. The PILOT shall be equal to four (4%) percent of the Annual Shelter Rents.
- B. The Housing Development must report to the Charter Township of South Haven its Annual Shelter Rents within 120 days of the last day of the applicable calendar year.
- C. The Township has the right to inspect the Housing Development's records and the right to audit and re-compute any amounts determined to be Annual Shelter Rents.

SECTION 5: Limitation on the PILOT

Notwithstanding Section 4, the PILOT for the part of the Housing Development which is tax exempt and which is occupied by individuals or households other than low and moderate income persons or families is equal to the full amount of the taxes that would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

SECTION 6: Contractual Effect

To the extent permitted by law and notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the Charter Township of South Haven and the Sponsor to provide the PILOT is effectuated by enactment of this Ordinance.

SECTION 7: Payment Of PILOT

The PILOT is payable in the same manner as general property taxes are payable in the Charter Township of South Haven except that the PILOT shall be paid on or before July 1 of each year for the previous calendar year. Collection procedures shall be in accordance with the provisions of the General Property tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

Section 8: Duration

This Ordinance will remain in effect so long as a Mortgage Loan remains outstanding and the Housing Development remains subject to the rent and income restrictions found in applicable law, provided that the construction of the first phase of the project commences within five (5) years from the effective date of this Ordinance.

SECTION: 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.

SECTION 10: Repealer.

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

SECTION 11: Effective Date:

This Ordinance must be published and recorded as provided by law and takes effect on the date of publication.

Ayes:

Nays:

Absent:

Abstain:

ORDINANCE DECLARED ADOPTED.

Dated: March 12, 2025

Ross Stein, Supervisor

Brenda Bertorelli, Clerk

Introduced:
Adopted:
Published:
Effective:

State of Michigan)
)ss
County of Van Buren)

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of South Haven, Van Buren County, Michigan, certify that the foregoing Ordinance was adopted by the Charter Township of South Haven at a regular meeting of the Board of Trustees duly held on the 12th day of March, 2025; and that the meeting was held in compliance with notice provisions and all other requirements of the laws of the State of Michigan. I hereby certify that I published the Ordinance in the _____ on the ____ day of _____, 2025.

Brenda Bertorelli, Clerk
Charter Township of South Haven

South Haven Charter Township
09761 Blue Star Highway
South Haven, MI 49090

March 12, 2025

To Whom It May Concern,

I am writing to express my strong support for Van Buren County's application for Congressionally Directed Spending (CDS) to construct a 911 Dispatch Emergency Operations Center (EOC) in the county, particularly in light of the restart of the Palisades Nuclear Power Plant. This critical infrastructure project will significantly enhance the region's ability to respond to emergencies, protect public safety, and ensure the resilience of local communities.

The restart of the Palisades Nuclear Power Plant brings with it an increased need for an efficient, coordinated emergency response infrastructure. A centralized 911 Dispatch EOC will provide a vital hub for managing nuclear-related emergencies and other crises that may arise, facilitating real-time communication and coordination between local, state, and federal agencies. This will enable a quicker and more effective response to any potential incident, minimizing risks to the surrounding communities and ensuring the protection of residents.

Additionally, the construction of the EOC will bolster the county's preparedness for various emergencies, including natural disasters, technological failures, and other unforeseen events. It will serve as a command center for coordination and recovery efforts in the event of a crisis, ensuring that the community is resilient and capable of responding to threats in a timely and effective manner. Moreover, the EOC will play a critical role in managing evacuation and shelter-in-place operations during a nuclear emergency, ensuring the public is informed and safe.

Given these factors, I strongly urge the Homeland Security Subcommittee to approve funding for the Van Buren County 911 Dispatch Emergency Operations Center through the Congressionally Directed Spending program. This project is essential to the safety and security of the region, and its success will serve as a model for proactive, community-centered emergency preparedness efforts across the nation.

Thank you for your consideration of this important initiative.

Sincerely,

Ross Stein, Supervisor

SOUTH HAVEN TOWNSHIP
Van Buren County, MI
RESOLUTION NO. _____

A RESOLUTION OF SUPPORT FOR A GRANT APPLICATION FOR THE OLD
RIVERWOODS PROPERTY

Minutes of a regular meeting of the South Haven Township Board, held in the South Haven Township Hall, 09761 Blue Star Highway, South Haven, Michigan 49090 on March 12, 2025 7:30 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, South Haven Township recognizes the importance of recreation in a vibrant community as identified and in the adopted South Haven Township Recreational Plan; and,

WHEREAS, South Haven Township is a founding member of the South Haven Area Recreational Authority (SHARA); and,

WHEREAS, SHARA has reached an agreement with the Michigan Department of Natural Resources to purchase the property formerly known as Riverwoods; and,

WHEREAS, site plans have been developed for utilization of the 50 acre Riverwoods property as a community recreational park; and,

WHEREAS, SHARA intends to submit a MDNR Trust fund grant application in the amount of \$400,000 by April 1, 2025, for the purpose of renovating and upgrading the existing boardwalk and pavilion structures to provide safe and accessible access to the riverfront including the addition of new recreational amenities; and,

WHEREAS, the South Haven/Van Buren County Convention and Visitors Bureau has committed to provide the required \$100,000 application match;

NOW, THEREFORE, BE IT RESOLVED, that South Haven Township, through this Resolution, fully supports the MDRN Trust fund application for the renovation and upgrade of the Riverwoods boardwalk and pavilion structure.

RECORD OF VOTE.

Yeas:

Nays:

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 12th of March 2025, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 et seq.).

Brenda Bertorelli, Clerk

March 12, 2025

South Haven Charter Township
09761 Blue Star Highway
South Haven, MI 49090

Dear Proposal Committee for "NextCycle Michigan Accelerator Track Program":

South Haven Charter Township is pleased to support the proposal by the Van Buren Conservation District to the NextCycle Michigan Accelerator Track Program to continue the work of the Conservation District and our local municipalities and County officials. Our local municipalities rely on the conservation district for many of our recycling services and education. In our area, the local municipalities have little capacity to dedicate staff to recycling. The Van Buren Conservation District has been an asset to the county - working regionally to spearhead efforts and streamline our processes so we can efficiently provide recycling for our communities. The Van Buren Conservation District and their proposed project would assist in bringing materials management education and recycling opportunities to residents and would provide technical assistance for our municipalities.

South Haven Charter Township recognizes the financial, environmental, and social issues posed by materials management. Van Buren County has limited access and education around recycling. Providing the operational planning for recycling and organics will help our residents increase recycling rates and conserve our resources. As such, we are excited to partner with the Van Buren Conservation District to increase the education and services for recycling in our community.

Our commitment to this project will include:

- assistance with education by providing recycling information at our office and at in person events
- assistance with education by sharing information on our website, Facebook, newsletters, or mailers
- engagement in the operational planning and organics infrastructure opportunity for our community

We estimate that by accepting the Van Buren Conservation District Recycling Coordinator into the NextCycle Michigan Accelerator Track Program, it would help us divert tons of recyclable items from the landfills, conserving our natural resources for years to come and improving the circular economy in Southwest Michigan. We eagerly look forward to partnering with the Van Buren Conservation District. We have seen the benefits of their ability to create awareness, educate, manage, and help community members plan conservation-minded goals in helping to preserve our local ecosystems and surface water.

Sincerely,

Ross Stein, Supervisor

CHARTER TOWNSHIP OF SOUTH HAVEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE ACD.NET’S FIVE-YEAR METRO ACT PERMIT EXTENSION

At a meeting of the Township Board of the Charter Township of South Haven, Van Buren County, Michigan, held at the Township Hall on the _____ day of _____, 2025, at ____:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, KEPS Technologies, d/b/a ACD.net (“ACD.net”), by the attached letter agreement dated February 24, 2025, has requested a five-year extension of its current Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Public Act 48 of 2002 ("METRO Act") Right-of-Way Permit, effective through November 11, 2030; and

WHEREAS, pursuant to the METRO Act, a provider using or seeking to use public rights-of-way for its facilities must obtain a permit from the Township; and

WHEREAS, ACD.net has submitted a completed extension letter and the documentation required under the METRO Act; and

WHEREAS, the Township Board believes that the extension is in the best interest of the public health, safety, and welfare;

NOW, THEREFORE, the Township Board of the Charter Township of South Haven, Van Buren County, resolves as follows:

1. The Township approves ACD.net’s five-year METRO Act permit extension in the form provided, and such approval is subject to all terms and conditions set forth in the Permit, the Township Code of Ordinances, and this Resolution.
2. The approval is conditioned upon ACD.net obtaining the necessary construction or engineering permits from any state, county, village or township agency, including but not limited to the Road Commission for Van Buren County; naming and maintaining the Charter

Township of South Haven as an additional insured on all insurance policies and keeping the Township updated with certificates of insurance evidencing such coverage related to any project ongoing or arising from this Permit.

3. The Township Supervisor or the Supervisor's designee is authorized to approve the METRO Act Permit Extension in the form it was presented.

4. The Clerk shall notify the METRO Authority of the Township's approval of the extension after ACD.net returns a fully-executed copy of the extension letter.

5. All actions by the Township inconsistent with this Resolution are hereby rescinded to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

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

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of South Haven, County of Van Buren, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a meeting held on the ____ day of _____, 2025.

Brenda Bertorelli, Township Clerk

Michigan Public Service Commission
7109 W. Saginaw Hwy
P.O. Box 30221
Lansing, MI 48909

Re: Michigan Bell Telephone Company's METRO Act Permit Extension Approval by the
Charter Township of South Haven Charter (Van Buren County)

Dear Mr. McAnany:

Enclosed is a METRO Act Permit Extension form submitted by applicant KEPS Technologies,
d/b/a ACD.net ("ACD.net"). The permit extension is for 5 years, ending November 11, 2030.

Date of Approval: _____, 2025

Questions or concerns about this extension letter may be directed to:

Brenda Bertorelli
Township Clerk
Charter Township of South Haven
9761 Blue Star Memorial Highway
South Haven, MI 49040

Sincerely,

CHARTER TOWNSHIP OF SOUTH HAVEN CHARTER



YOUR LOCAL ASSESSING AND EQUALIZATION SOLUTION

Web: assessingsolutions.com
Email: info@assessingsolutions.com
Phone: 616-836-6720

AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

THIS AGREEMENT ("Agreement"), made and entered into this 1st day of April, 2023, by and between the **South Haven TOWNSHIP**, 09761 Blue Star Memorial Hwy, South Haven, MI 49090, hereinafter referred to as "**TOWNSHIP**," and Assessing Solutions Inc, 53710 Pulver Road, Three Rivers Michigan 49093, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, it is the intent of the Township to retain Contractor to perform the duties as its certified assessor as an independent contractor.

WHEREAS, Contractor retains qualified personnel with the proper State certification to act in that capacity on behalf of the Township; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE CONTRACTOR

The following are deemed services or requirements included in the compensation of the Contractor under Section III - Payment unless otherwise stated:

1.1 Performance by Appointed Assessor:

By approving this Agreement, the Township Board is appointing Don M. Jollay MAAO as the Township Assessor. It is the parties' intent that Mr. Jollay be employed solely by Contractor. Contractor's obligations under this Agreement shall be performed by Don M. Jollay and other Contractor staff unless otherwise provided in this Agreement or unless consented to in writing by the Township Supervisor. Contractor shall ensure that Mr. Jollay has and maintains assessor certification at at least the level of a Michigan Advanced Assessing Officer during the term of this Agreement.

1.2 General Duties:

The Contractor shall be required to perform all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional

conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994. In the event material changes in the laws, statutes, rules, guidelines during the term of this Agreement result in a substantial additional work burden on the Contractor, then the Contractor and Township shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Contractor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.3 Office Hours:

During the term hereof, the Contractor shall not be required to maintain regular hours at the South Haven Township Municipal Building:

1.4 Public Relations/Customer Service:

The Contractor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The Township wants to ensure that members of the public and Township staff that need information from the Contractor, or wish to speak to Contractor, are able to do so on a relatively convenient basis. In that regard, the Contractor agrees to meet with or contact residents and Township staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 48 hours of receipt by the Contractor.

1.5 New Construction/Loss Adjustment:

During the term of this Agreement, the Contractor shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. The Contractor shall obtain copies of the building permits from the Building Department. Likewise, the Contractor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties. To assist with this requirement, the Township shall also supply the Contractor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.6 Economic Condition Factors (ECF):

During the term hereof, the Contractor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.7 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes

by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions.
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed.
- C. Apportion the homestead portion of a combination-use building.
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined.
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.8 Assessment Roll Preparation and Records:

The Contractor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls or other special assessment rolls and prepare the warrant authorizing the collection of taxes by the Township Treasurer. Contractor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the Township and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.9 Annual Reports:

The Contractor will prepare a report annually summarizing the entire year that shall advise the Township of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Contractor under this Agreement if requested. The Township shall have the right at any time to require the Contractor to make available to the Township, within 48 hours of notice being provided, all records and documents developed and maintained by the Contractor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to Township by the Contractor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.10 Board of Review:

The Contractor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the Township chooses to hold additional meetings, the Contractor may choose to have a certified staff member in attendance in their absence.) March Board of Review sessions shall be scheduled as provided in the Township's resolutions, within the time limits prescribed by law.

The Contractor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:

1. Current picture
2. Sales price versus assessment at time of sale
3. Building permits issued before or after the sale.

The Contractor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Contractor is unable to attend these two sessions, however, the Contractor must supply the Township Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.11 Sales and Appraisal Studies:

The Contractor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.12 Forms:

The Contractor shall file all forms fully completed with the Cass County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.13 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The Township shall retain ultimate control of all litigation and settlement negotiations and Contractor shall operate under the direction of the Township in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the Township obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Contractor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the Township and agreed upon on a case-by-case basis. The Township may choose to retain the Contractor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Contractor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. Township hereby authorizes Contractor, subject to approval by the Township Supervisor, to settle where Contractor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Contractor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to Township information, documents, analysis and advice as may be required in the determination of the Contractor or the Township to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the Township or any of its agencies or boards to the Michigan Tax

Tribunal or State Tax Commission. After the filing of said petition, the Contractor shall make the appointed assessor available to the Township for such further assistance as is required by the Township in the defense of such appeal. The Contractor shall make the appointed assessor available as an expert witness on behalf of the Township in any proceedings. Mileage expenses for out-of-Township travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Contractor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Contractor shall make the appointed assessor available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. The contractor shall keep the Township Supervisor informed of appeals and provide the Township Supervisor with any recommendation regarding said proceedings, the manner in which the same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.13 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.14 Reappraisal Program:

The Township shall employ a field worker to perform the physical audit of the annual inspection of 20% of the properties in each class. All sketching and pricing within the proprietary software of the 20% audit will be the responsibility of the Contractor. Should the Township desire all properties to be re-inspected in less than a 5-year timeframe, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

1.15 Personal Property Statements, Canvas and Audits:

The Contractor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Contractor shall conduct a personal property canvas to ensure equity among business owners within the Township. The Contractor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.16 Equalization Increases:

The Contractor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Van Buren County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Contractor shall represent the Township when requested by the Township Supervisor by attending any annual Van Buren County equalization meetings.

1.17 Land Division Applications:

The Contractor shall assist the Township Zoning Administrator in reviewing land division applications.

1.18 Transportation and Equipment:

The Contractor shall provide all necessary transportation. The Township shall provide all necessary field equipment and field work to perform the services and meet the requirements of this Agreement. This equipment shall include but is not limited to an iPad and protective case and I-Pen. Pivot Point Software shall be provided and installed on the iPad and maintained by the Township.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the Township that may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all purposes, be considered employees of the Township.

The Township shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Township shall indemnify the Contractor and hold the Contractor harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Township relating to his/her employment by Township.

1.20 Tax Increment Finance Authority:

The Contractor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, LDFA, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and special assessment rolls relating to the designation of properties within the Downtown Development Authority (DDA) District boundaries.

1.21 Contractor's Recommendations:

On or before December 31, 2025, at the Township Supervisor's request, and each year thereafter, the Contractor shall prepare written recommendations and conclusions regarding the current state of the Township's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Contractor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such a report shall be submitted to the Township Supervisor for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Contractor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Contractor outside of the Township offices, then Contractor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Contractor. This may include, but not be limited to, providing for a fireproof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Contractor, but separately or providing same to the

Township for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be born by the Contractor.

1.23 Optional Services:

The Contractor will adopt new processes for the efficient implementation of assessment to tax exchanges. The Contractor will coordinate with the Zoning and/or Building Administrator for assigning street addresses and interpretation regarding the Michigan Land Division act.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Contractor shall commence performance of the services herein required on April 1, 2025. Unless sooner terminated, this Agreement shall, by its terms, expire March 31, 2028.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Contractor shall immediately deliver to the Township copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the Township. In the event of the failure or refusal of the Contractor to forthwith deliver the above referenced materials, documents and files, Township may seek a Circuit Court order compelling the production of same forthwith, and the Contractor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the Township without leaving the Township an adequate remedy at law, thereby entitling the Township to an immediate judgment in its favor in this regard. Township shall be entitled to damages from Contractor for any information, materials or documents which are turned over to Township in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the Township desires to have the Contractor continue a month-to-month basis, the fee will be that which existed for the final month of the previous term plus the rate of inflation (consumer price index), being established for that tax year.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from April 1, 2025 – March 31, 2028, unless sooner canceled or terminated under the provisions of Section II herein, the Township agrees to pay to the Contractor for performance of the Basic Services set forth in Section I of this Agreement as follows:

During the period April 1, 2025, through March 31, 2026, the sum of \$52,500 per year at a rate of \$4,375 per month.

For each year thereafter the compensation will be increased by 3.5% annually.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, Township shall pay Contractor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Contractor and for which no compensation has been received.

SECTION IV: TOWNSHIP RESPONSIBILITIES

4.1 Basic Data:

The Township shall provide access to Contractor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the Township may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The Township shall provide the Contractor with appropriate tax parcel maps, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Contractor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Contractor will not have exclusive use of such equipment.

The Contractor shall have access to the Township's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, Apex, Pivot Point, and Microsoft Office applications. The Township's Internet website will also have available on-line to the Contractor and the public the property record cards, digital photographs and tax payment information. The Contractor shall not use any other software within the Township's network or download or upload any software to the Township's network, except with the Township's prior written approval. The Contractor shall be liable for any adverse consequence upon the Township's computer network or function caused by any software introduced in the network by the Contractor without prior written consent of the Township. Further, Contractor shall be liable for any act of negligence on the part of the Contractor in creating or causing an adverse consequence to the Township's computer network.

The Contractor agrees that Township equipment shall be used only for the purposes of fulfilling Contractor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The Township shall supply computer software and peripherals necessary to fulfill the Contractor's duties under this Agreement. The Township will maintain the software and peripheral equipment through a regular maintenance program. The Township will back up the system daily within the cloud parameters. Any data loss not due to the negligence of the Contractor as a result of hardware or software malfunction will be replaced at the Township's expense.

4.4 Map Maintenance/Tax Roll Printing:

The Contractor shall assume the responsibility for preparing the assessment notices, which will print and mail the assessment change notices during the term of this Agreement. The Contractor shall be provided digital parcel maps. The Contractor shall utilize such maps to develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The Township shall provide the Contractor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Contractor's responsibilities hereunder.

4.6 Legal Counsel:

The Township shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the Township desires to implement some or all of the recommendations made by the Contractor as herein contemplated, the Township may request and the Contractor shall provide such services as are desired by the Township, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such an addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the Township to determine the nature and extent of implementation of the Contractor's recommendations under this Section or any other additional, non-basic services. To that end, the Township assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the

Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between Township and Contractor:

In the fulfillment of the services provided herein the Contractor and its employees, agents and officers shall at all times be deemed in a relationship of independent contractor to the Township.

6.2 Indemnification/Insurance:

The Contractor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Contractor, or its employees, agents or officers as will protect him and the Township from claims (including claims under the Workers' Compensation Acts) for bodily injury, death or property damage that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The Contractor shall save the Township harmless and defend and indemnify the Township from any claims for bodily injury, death or property damage that may arise due to its acts or negligence or that of its employees in the performance of services under this Agreement or that arise from his error or omission to properly perform its duties as described herein. Contractor shall, however, have no liability arising out of adjustments to assessments or other actions by Contractor, the Township's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Contractor established the assessment pursuant to professional assessment standards. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the Township or as set by the Township.

A Certificate of Insurance incorporating such requirements and naming the Township (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the Township Clerk. Any such insurance policy shall provide that the Township will be given at least thirty (30) days' advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Contractor shall be primary to any insurance maintained by the Township.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, in as much as the Agreement is in the nature of a Personal Services Contract, and as the Township's decision to contract with the Contractor is based in part on the perceived expertise and ability of the Contractor, it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the Township. Nothing in this Agreement shall prevent the Contractor from employing such employees or agents, as Contractor shall deem reasonably necessary to assist it in the performance of its obligations under this Agreement. Also, in the event that vacation, illness, injury or becoming incapacitated in any form, whether elective or imposed, should cause the appointed assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Contractor shall provide the Township, at its expense, a certified Level II Contractor to perform

any and all such functions as required by this Agreement for the complete term of the appointed assessor's absence from the Township. The Township reserves the right to approve or reject, without cause and at its sole discretion, any Contractor designee named to "fill-in" for the contracted assessor for a period exceeding two (2) calendar months (60 days)..

6.4 Professional Standards:

The Contractor shall be responsible to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Contractor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Contractor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the Township with the Township having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All the foregoing shall be forwarded to the Township at its request and may be used by the Township as it sees fit. The Township agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the Township does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the Township and will not be used for any other purpose by Contractor without written consent of the Township. Any information relating to the services shall not be released without the written permission of the Township. The Contractor shall act and preserve the confidentiality of all Township documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the Township Supervisor for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed, and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Contractor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Van Buren and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the South Haven Township Board and Assessing Solutions Inc. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Township Board and said Contractor.

6.11 Covenant Not to Discriminate:

Contractor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Contractor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination based on disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

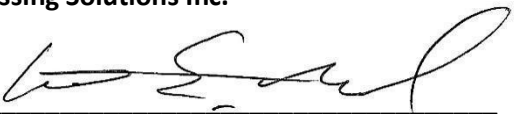
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

South Haven Township:

By: _____
_____, Supervisor

By: _____
_____, Township Clerk

Assessing Solutions Inc.

By: 

Anthony E. Meyaard Owner

**SOUTH HAVEN CHARTER TOWNSHIP
VAN BUREN COUNTY**

RESOLUTION NO. _____

**DETERMINATION TO MAKE PUBLIC IMPROVEMENTS; APPROVAL OF PLANS
AND ESTIMATE OF COSTS; FINAL DETERMINATION OF SPECIAL ASSESSMENT
DISTRICT; PREPARATION OF SPECIAL ASSESSMENT ROLL**

At a meeting of the Township Board of the Charter Township of South Haven, Van Buren County, Michigan, held at the Township Hall, 09761 Blue Star Memorial Highway, South Haven, MI 49090, on March 12, 2025, at 7:30 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Township Board has declared its intent to create a special assessment district to make certain road improvements to Cider Court located in the Applewood Condominiums (the "Improvements") as described on **Exhibit A**, attached to this Resolution; and

WHEREAS, on October 9, 2024, and pursuant to Public Act 188 of 1954, as amended ("Act 188"), the Township Board tentatively declared its intent to make the Improvements, tentatively designated the special assessment district, and fixed November 13, 2024, for a public hearing to hear and consider objections to the proposed Improvements, the designated special assessment district, and all other matters related to the Improvements; and

WHEREAS, the Township Board has received preliminary plans describing the Improvements, their location, and an estimate of the cost of the Improvements, including administrative and legal costs; and

WHEREAS, after notice was duly given by publication and by first class mail pursuant to Act 188, the Township Board held a public hearing on November 13, 2024, at the Township Hall at which the Township Board heard and considered objections to the filed petitions, the Improvements, the tentative special assessment district, and all other matters relating to said Improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Township Board hereby determines that it is necessary and in the best interests of the Township to make and complete the Improvements.
2. The special assessment district known as the Applewood Special Assessment District No. 1 (the "District") is hereby determined to consist of the parcels of land tentatively designated by resolution on October 9, 2024.
3. The District shall remain in existence for a period of ten (10) years from the date of this Resolution.
4. The plans for the Improvements and the estimate of costs in the amount of One Hundred Sixty-Two Thousand Nine Hundred Fifty Dollars (\$162,950.00) are hereby approved as originally presented on October 9, 2024.
5. All or a portion of the total estimated costs of the Improvements, in the amount of One Hundred Sixty-Two Thousand Nine Hundred Fifty Dollars (\$162,950.00) shall be paid by special assessments assessed within the District against the property located in the District and benefited by the proposed Improvements.
6. The Township Supervisor is hereby directed to make a special assessment roll for the District upon which shall be described all the parcels of land to be assessed, the names of the respective record owners of each parcel, if known, and the total amount to be assessed against each

parcel of land, which amount shall be the relative portion of the whole sum to be levied against all parcels of land in the District as the benefit of the parcel of land bears to the total benefit to all parcels of land in the District. The special assessment roll shall be prepared and certified by the Supervisor in accordance with the form attached as **Exhibit B** to this resolution.

7. Said special assessment roll, as made and certified by the Township Supervisor, shall be reported to the Township Board and shall be filed in the office of the Township Clerk.

8. All actions heretofore taken by Township officials, employees and agents with respect to the Improvements and proceedings under Act 188 are hereby ratified and confirmed.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be and the same are hereby rescinded.

YEAS: _____ NAYS: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF VAN BUREN)

I, the undersigned, the duly qualified and acting Township 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 meeting held on the 12th day of March, 2025, at 7:30 p.m.

Brenda Bertorelli, Township Clerk

EXHIBIT A

**SOUTH HAVEN CHARTER TOWNSHIP
VAN BUREN COUNTY**

**Applewood Special Assessment District No. 1
Description of Improvements and Preliminary Estimate of Costs**

This project consists of the construction, improvement, including the paving, and maintenance of Cider Court, a private road within the Township.

The preliminary estimate of cost for the project is **\$152,950.00**, plus the cost of engineering services and all expenses incident to the proceedings for the making and financing of the improvement estimated to be **\$10,000** and including interest on the unpaid balance of the special assessment. The total estimated cost is **\$162,950.00**. All of the project cost will be spread by special assessment against properties located in the Applewood Special Assessment District No. 1. The cost estimate is subject to revisions and adjustments, including periodic redeterminations pursuant to Act 188.

EXHIBIT B

**SOUTH HAVEN CHARTER TOWNSHIP
VAN BUREN COUNTY**

APPLEWOOD SPECIAL ASSESSMENT DISTRICT NO. 1

FORM OF SPECIAL ASSESSMENT ROLL

Parcel #	Address	Owner Name	Assessment
80-17-102-001-00	73300 Cider Ct	Bonnie Pickell	\$ 6790.00
80-17-102-002-00	73312 Cider Ct	Gloria Norris	\$ 6790.00
80-17-102-003-00	73320 Cider Ct	Tim & Dawn Hodaway	\$ 6790.00
80-17-102-004-00	73328 Cider Ct	Amy Haman	\$ 6790.00
80-17-102-005-00	73336 Cider Ct	Margaret Harsen	\$ 6790.00
80-17-102-006-00	73342 Cider Ct	Barbara Echelbarger	\$ 6790.00
80-17-102-007-00	73350 Cider Ct	Brandon Meilstrup	\$ 6790.00
80-17-102-008-00	73347 Cider Ct	Greg Coustot	\$ 6790.00
80-17-102-009-00	73341 Cider Ct	Roger Acerra	\$ 6790.00
80-17-102-010-00	73335 Cider Ct	Angela Barnes	\$ 6790.00
80-17-102-011-00	73329 Cider Ct	Jessie + Virginia Skulan	\$ 6790.00
80-17-102-012-00	73321 Cider Ct	Jeffrey Meyers	\$ 6790.00
80-17-102-013-00	73309 Cider Ct	Betty Toney	\$ 6790.00
80-17-102-014-00	73301 Cider Ct	Dorothy Hodaway	\$ 6790.00
80-17-103-001-00	73035 Cider Ct	Marks Jones	\$ 6790.00
80-17-103-002-00	73073 Cider Ct	Marks Jones	\$ 6790.00
80-17-103-003-00	73111 Cider Ct	Marks Jones	\$ 6790.00
80-17-103-004-00	73157 Cider Ct	James + Beth Horan	\$ 6790.00
80-17-103-005-00	73195 Cider Ct	Tim + Debbie Cagle	\$ 6790.00
80-17-103-006-00	73239 Cider Ct	Terrill Schneider	\$ 6790.00
80-17-103-007-00	73261 Cider Ct	Mitchell Murk	\$ 6790.00
80-17-103-008-00	73283 Cider Ct	Thomas Lally	\$ 6790.00

80-17-103-009-00	73266 Cider Ct	Amanda Sleigh	\$ 6790.00
80-17-103-010-00	73176 Cider Ct.	Jorge De Gyres	\$ 6790.00

SUPERVISOR'S CERTIFICATE

I, Ross Stein, Supervisor of the Charter Township of South Haven, hereby state that the attached Special Assessment Roll for the Applewood Special Assessment District No. 1 was made pursuant to a resolution of the Township Board adopted on March 12, 2025, and in making such special assessment roll, I have, to my best judgment, conformed in all respects to the directions contained in such resolution and the statutes of the State of Michigan.

Date: _____, 2025

 Ross Stein, Supervisor
 Charter Township of South Haven

CERTIFICATE OF CONFIRMATION

I hereby certify that the above Special Assessment Roll was confirmed on March 12, 2025, by resolution of the Township Board of the Charter Township of South Haven.

Date: _____

 Brenda Bertorelli, Clerk
 Charter Township of South Haven

**CHARTER TOWNSHIP OF SOUTH HAVEN
RESOLUTION NO. 25 - 12**

**RESOLUTION TO INTRODUCE
AN ORDINANCE #168 TO AMEND SHORT TERM RENTAL REGULATIONS IN
SOUTH HAVEN CHARTER TOWNSHIP, MICHIGAN**

At a meeting of the Board of Trustees of the Charter Township of South Haven ("Township"), Van Buren County, Michigan, held at the Township Hall in said Township on the 12th day of March, 2025 at 7:30 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Township has previously adopted an ordinance regulating short term rentals in the Township, Short Term Rental Ordinance, Ordinance No. 157; and

WHEREAS, the Township desires to adopt An Ordinance to Amend Short Term Rental Regulations in South Haven Charter Township, Michigan (the "Ordinance") to amend and replace Ordinance No. 157 in its entirety; and

WHEREAS, Section 20 of the Michigan Charter Township Act, Act 359 of 1947, MCL 42.1 et seq, as amended ("Act") requires each proposed ordinance be introduced in written or printed form, identified by a number and short title and, following introduction of the proposed ordinance, requires the Clerk to publish the proposed ordinance as provided in the Act.

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

1. The Township hereby introduces Ordinance No.168, An Ordinance to Amend Short Term Rental Regulations in South Haven Charter Township, Michigan, attached as **Exhibit A**.
2. The Township Board will consider adopting the Ordinance at a meeting on April 9, 2025, at 7:30 p.m.
3. Pursuant to Section 20 of the Act, the Clerk is directed to publish the Ordinance in accordance with Section 8 of the Act by posting the Ordinance in the office of the Clerk and on the Township's web site. The Clerk is further directed to publish notice of posting in a form substantially conforming to that attached as **Exhibit B** to this resolution describing the purpose of

the Ordinance and that the Ordinance is posted in the office of the Clerk, on the Township's web site and in a newspaper of general circulation in the Township within seven (7) days of the posting.

4. A copy of the Ordinance shall be available for examination at the office of the Clerk and copies may be provided for a reasonable charge.

5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

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. 25-12, duly adopted at a meeting of the Township Board held on the 12th day of March, 2025 at 7:30 p.m.

Brenda Bertorelli, Township Clerk

EXHIBIT A

SOUTH HAVEN CHARTER TOWNSHIP VAN BUREN COUNTY SHORT TERM RENTAL ORDINANCE ORDINANCE #168

AN ORDINANCE TO AMEND 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 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) A copy of the Use Tax License;
- (I) A copy of the letter of approval if Rental is located in an HOA;
- (J) The Single-Family Dwelling to be used as a Short-Term Rental's compliance with all requirements of this Ordinance; and
- (K) 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 pursuant to the Michigan Construction Code or Fire Code, including but not limited to appropriately located and sized egress windows and 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.
 - (3) A fire extinguisher must be installed on each floor.
- (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. The dwelling marker shall be maintained and remain plainly visible from the driveway it 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, in a binder that is located in a conspicuous place, 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) Notice that golf carts are not permitted on any public roads within the Township.
- (6) Copy of the "Good Neighbor Policy." Additionally, rental owners should notify their adjacent property owners that they will be renting their property as a short-term rental and provide contact information they can use if there are issues with the rental.

(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.

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. Effective date.

This Ordinance was approved and adopted by the Township Board of the Township of South Haven, Van Buren County, Michigan, on _____. 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. 01-08. 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. 01-9. Repealer.

This Ordinance shall amend and replace Short Term Rental Ordinance, Ordinance No. 157, in its entirety.

Ross Stein, Township Supervisor

Brenda Bertorelli, Township Clerk

EXHIBIT B

CHARTER TOWNSHIP OF SOUTH HAVEN

**NOTICE OF POSTING OF PROPOSED ORDINANCE NO. 168
AN ORDINANCE TO AMEND RENTAL REGULATIONS IN SOUTH HAVEN
CHARTER TOWNSHIP, MICHIGAN**

PLEASE TAKE NOTICE that at its meeting on March 12, 2025, the Township Board received a proposed ordinance entitled “An Ordinance to “An Ordinance to Amend Short Term Rental Regulations in South Haven Charter Township, Michigan,” which will be considered for adoption on **April 9, 2025, at 7:30 p.m.**, at a meeting of the Township Board at the Township Hall, 09761 Blue Star Memorial Hwy, South Haven, MI 49090. The proposed ordinance would, amend and replace in its entirety Short Term Rental Ordinance, Ordinance No. 157.

The proposed ordinance is available in its entirety for public inspection. The proposed ordinance is posted at the office of the Township Clerk, 09761 Blue Star Memorial Hwy, South Haven, MI 49090 and on the website of the Charter Township of South Haven, <http://www.southhaventwp.com>.

Brenda Bertorelli, Clerk
South Haven Township Hall
09761 Blue Star Memorial Hwy
South Haven, MI 49090
(269) 637-3305

SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY MINUTES

FEBRUARY 19, 2025

Pursuant to Act 267 of 1976, as amended (Open Meetings Act), the Board Members of the South Haven Area Regional Airport Authority (SHARAA) met at the South Haven Area Regional Airport, 73020 C.R. 380, South Haven, Michigan on Wednesday, FEBRUARY 19 2025.

Brent Nichols Called a regular meeting of the South Haven Area Regional Airport Authority Board to order at 7:30 pm.

BOARD MEMBERS PRESENT:

Jon Woodhams, Geneva Township, Vice Chair
Mary Hosley, City of South Haven
Jim Sankofski, Casco Township
Todd Jensen, South Haven Township
Brent Nichols-Chair
Julian Allen, Covert Township
Ross Woodhams, alternate for City of South Haven

BOARD MEMBERS ABSENT:

Fred Bower, Covert Township

- I. **Agenda:** Mary Hosley motioned to approve the agenda for the FEBRUARY 19, 2025, Airport Board Meeting. Jon Woodhams seconded this motion. **All voted in favor. The motion to approve the agenda carries. YEA 6 / NA 0**

II. **Public Comments:** NONE

Todd Jensen motioned to approve the consent agenda, and Mary Hosley seconded this motion:

Consent Agenda:

- Expenses from:
- January 2025 Totaling: \$27,487.55
 - Manager's report dated: FEBRUARY 19, 2025
 - Minutes of JANUARY 15, 2024

A roll call vote to approve the consent agenda was taken and **all voted in favor. The motion carries. YEA 6 / NA 0**

- III. **Committee Reports:** Mary Hosley provided the updated Airport Layout Plan to the Zoning Administrator for the City of South Haven. Since it was such a large file, Brent Nichols and Mary Hosley are working on summarizing the plan.
- IV. **Old Business:** Assistant Manager Dan Sanborn shared an update from engineering consultants Mead & Hunt regarding the tree removal that was supposed to be conducted this cutting season at the end of runway 23. We've now been told this work may not happen this year due to the grant paperwork being held up at the federal level. Mary Hosley asked if this will affect our licensing, and if it does, she asked if we should contact Congressman Huizenga and explain our situation. Dan Sanborn is to follow up with Mead & Hunt and inquire about this delay affecting the Airport's license and gather guidance on contacting Congressman Huizenga. Mary Hosley added that she would be happy to help Dan on the matter.
- V. **New Business:** Chairman Brent Nichols shared an update on SOUTH HAVEN AREA REG V CITY OF BANGOR 2024-0000073832-CZ from attorney Mike Roth:

The Court granted the motion in total, finding that because a 2/3 majority of the governing board never approved Bangor's withdrawal, it remains a member of the Authority. As such, it awarded summary disposition in our favor and a money judgment consistent with the amounts that we requested with the Court—\$22,762.09 plus interest, costs and fees. An order has been submitted for the Court to sign. If Bangor doesn't object to form of the order, the Court should sign it on or about February 26th. Bangor then has 21 days to file an appeal. If they don't appeal, we can enforce the judgment once that 21 days passes.

- VI. **Member Comments:** The South Haven Area Regional Airport Board and Authority welcomes Chief Julian "Jay" Allen as a new representative of Covert Township. The board is happy to have him and appreciates his willingness to serve.

Chairman Brent Nichols said he has provided the City of South Haven items from the updated Airport Layout Plan

Mary Hosley moved to adjourn the meeting Brent Nichols seconded this motion. The meeting was adjourned at: 7:47pm

SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY

Brent Nichols, Chairman
Jon Woodhams, Geneva Township, Vice Chair
Todd Jensen, South Haven Township
Mary Hosley, City of South Haven
Ross Woodhams, alternate for City of South Haven

Fred Bower, Covert Township
Julian Allen, Covert Township
Jim Sankofski, Casco Township
Nancy Kelley, Treasurer
John Carlson, Secretary

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
2/11/2025	SHB25004	70434 6th Avenue	\$20,826.00	\$203.00	Schnooberger	Rplce 3 Wdws & Patio Dr
2/20/2025	SHB25006	17439 M-140 Hwy	\$20,000.00	\$200.00	Cummings	Accessory Building
2/21/2025	SHB25007	6435 73rd St		\$75.00	Capio	Demolition of House
2/21/2025	SHB25008	74321 Lambert Dr	\$90,000.00	\$410.00	Hoag	Addition
2/21/2025	SHB25009	05041 Beechwood Ln	\$49,000.00	\$287.00	Godchaux	Finish Basement
2/28/2025	SHB25010	77533 Michigan Ave	\$30,000.00	\$230.00	Johnson	Roof over Exist Deck
Building Totals			\$209,826.00	\$1,405.00		

Electrical

Date	Permit #	Site Address	Construction Cost	Permit Cost	Owner	Type Of Construction
2/5/2025	SHE25012	75746 14th Ave		\$295.00	thompson	
2/10/2025	SHE25013	70686 16th St		\$180.00	Ellison	Addition
2/10/2025	SHE25014	72710 Lighthouse Blvd		\$100.00	U-Haul International	Accssy Storage Building
2/10/2025	SHE25015	72710 Lighthouse Blvd		\$100.00	U-Haul International	Main Office/Storage Bldg
2/14/2025	SHE25016	10159 M-140 Hwy		\$110.00	Betten Baker	Relocate ID Sign
2/14/2025	SHE25017	19242 76th St		\$115.00	RJP Consulting Inc.	New Cell Tower
2/21/2025	SHE25018	05041 Beechwood Ln		\$160.00	Godchaux	Finish Basement
Electrical Totals				\$1,060.00		

Mechanical

Date	Permit #	Site Address	Construction Cost	Permit Cost	Owner	Type Of Construction
2/6/2025	SHM25004	77140 Winding Creek Circle		\$115.00	Hartgerink	
2/10/2025	SHM25005	73020 C. R. 380 Hangar L-6		\$120.00	Jensen	
2/20/2025	SHM25006	09646 76th St		\$120.00	Henley	
Mechanical Totals				\$355.00		
Mechanical Totals			\$209,826.00	\$2,820.00	\$282.00	

Memo: South Haven Charter Township Board
From: Tasha Smalley, Zoning Administrator
Date: March 2025
RE: Planning Commission Mar 5 2025 synopsis

The Board rep was not at the meeting. Here is a quick synopsis of the meeting.

1. The public hearing for Samaritas was cancelled, the applicant withdrew application. May be on the May agenda.
2. Green Door, 09287 Blue Star, presented a possible text amendment to allow drive thru window or walk up window at dispensaries. The current ordinance does not allow for them. There is a high volume of online orders for pick up. The window would help with safety – money being carried out side and then product carried outside.
The ZA will draft amended text for the next meeting.
3. Site Plan review, excavating over 1 acre. Mike Geerlings, 17711 76th St. Approx 40 acre parcel, EGLE approved wetland mitigation. The property was an old blueberry farm. The property will be prepped to become a wetland with wetland plants and trees.

(draft minutes not available yet)

SOUTH HAVEN CHARTER TOWNSHIP
PLANNING COMMISSION
MINUTES

Wednesday, February 5, 2025

Draft

1) Call to Order: 7:00 PM

2) Role Call:

Tippman - present

Kiry – present

Odland - present

Meyer – present

Poole – present

Dibble – present

Nicol – present

Zoning Administrator: Tasha Smalley

Applicants and other audience persons

3) Approval of the Agenda

Motion by Poole to approve the agenda as presented, second by Nicol, 7-0 yes, motion passed.

4) Approval of the Minutes

Motion by Meyer to approve the minutes of December 17, 2024, second by Tippman, 7-0, yes motion passed.

5) Public Comment non-agenda items - none

6) Communications / Correspondence - none

7) Public Hearing –

Applicant Stash Ventures LLC and owner FHB 2, LLC have petitioned for special use for Marihuana Business Establishment at 13537 M140 Hwy, 80-17-022-040-00.

Smalley went over the application. Preliminary was Oct 2 2024, the plan was approved with condition to provide a parking study to exceed the number of allowed spaces. The applicant has provided the parking study and final site plan set of plans.

Motion by Tippman to open the public hearing, second by Dibble; 7-0vote yes, motion passed.

Dante Pineau, Mitten State Engineering represented Stash Ventures. Attorney Douglas Mains, was in attendance to answer questions if needed. Dante went over the application and site plan; property is 6.2 acres, proposed building 4950sqft, approx. 60 parking spaces.

Nicol asked about the parking study and where 400 cars came from? Dante stated Stash has 15 other locations and some of the data was based on those location averages. The high volume is fast in and out traffic for pick up orders.

No public comment.

Motion by Kiry to close the public hearing, second by Tippman; 7-0vote yes, motion passed.

8) New Business –

a. Election of Officers. A motion by Kiry to keep the officers the same; Mark Odland Chairperson, Lowell Tippman Vice-Chair and Kristin Dibble Secretary, second by Poole. No discussion. 7-0, yes motion passed.

b. Temp Use, food truck – 19808 Ruggles Rd, The Fields Store. Nathan and Sommer Field would like to add a food truck (trailer) to their property in addition to the store. They would serve ice cream, hot dogs, and like to start. The store is open April – November. The food trailer would stay on site, next to the store. PC went over the review standards 18.23B#1-8, note the plan and application met all the requirements.

Odland asked the audience for public comment, no public comments.

Motion by Poole to approve the Temp-Use Permit for a food trailer with conditions: 1. Allowed to be open from April – November, 2. Health Department approval (license) to be obtained and a copy given to the zoning administrator prior to opening; second by Meyer. No discussion. 7-0 yes, motion passed.

c. Ulmor Group, 71751 CR 388, Townplace Suites Hotel, site plan amendment, move hotel approx. 50/60ft to the south. Brian Biskner, Ulmor Group went over the application. After the approval in Nov 6 2024, the group started the engineering for the property and realized that moving the building to the south would avoid extra amount of fill to be brought in. Some other minor changes: removed an aisleway and some parking spaces. Still 126 spaces. Also still working with neighbor for easement for driveway and utilities. Motion by Tippman to approve the amended site plan, second by Nicol. No discussion. 7-0vote, yes, motion passed.

d. Discuss/decide special use MBE, 13537 M140

PC went over the Special Use Fact of Finding 15.06

- A. Will be harmonious with and in accordance with the general objectives, intent and purposes of this Ordinance. Yes
- 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. Yes, plan is designed to meet these standards.
- 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. Yes
- D. Will not be hazardous or disturbing to existing or future neighboring uses. Will not.
- E. Will not create excessive additional requirements at public cost for public facilities, utilities and services. Will not.

PC went over Site plan review fact of finding 22.06D

1. SURFACE WATER DRAINAGE; approved by drain commission
2. DRIVES, PARKING AND CIRCULATION: in compliance with ordinance, parking study submitted for Parking requirements.
3. ROADS, UTILITY SERVICE AND INFRASTRUCTURE: meets ordinance requirements
4. SIGNS AND LIGHTING: meets the ordinance requirements
5. SCREENING AND BUFFERING: no screening required, next to commercial property

9) Unfinished Business –

a. none

10) Staff & Subcommittee report

ZBA report- Tippman – nothing to report

Board report – Poole, working on reverse 425 agreement for the 08729 M140, 80-53-272-002-00; working on Short term rental ordinance, few amendments; approved the text amendment for height and add as special land use.

Zoning report – Smalley – received application for proposed apartments on M140, Senior Services

11) Commissioner Comments and Public Comment

12) Adjournment

at 8:05pm

Respectfully Submitted by:

Tasha Smalley

Zoning Administrator/Recording Secretary

(TRIAL RUN) INVOICE JOURNAL REPORT FOR SOUTH HAVEN CHARTER TWP

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	DR Amount	CR Amount
GL Number	GL Description			
03/11/2025	AP	ASSESSING SOLUTIONS		
101-257-808.000	ASSESSOR CONTRACT	ASSESSING SERVICES FOR MARCH	4,160.00	
101-000-202.000	ACCOUNTS PAYABLE			4,160.00
			<u>4,160.00</u>	<u>4,160.00</u>
03/11/2025	AP	BEST WAY DISPOSAL		
101-528-818.000	TRANSFER STATION	TRANSFER STATION AND RECYCLE	1,280.00	
101-265-811.000	GROUND MAINTENANCE AND PLOWING		138.36	
101-000-202.000	ACCOUNTS PAYABLE			1,418.36
			<u>1,418.36</u>	<u>1,418.36</u>
03/11/2025	AP	BLOOMINGDALE COMMUNICATIONS		
101-265-853.000	TELEPHONE	TELEPHONE	200.91	
101-000-202.000	ACCOUNTS PAYABLE			200.91
			<u>200.91</u>	<u>200.91</u>
03/11/2025	AP	BS&A SOFTWARE		
101-272-819.000	BSA-SUPPORT	CONTRACT MARCH 1, 2025 THRU 2026	11,105.00	
101-000-202.000	ACCOUNTS PAYABLE			11,105.00
			<u>11,105.00</u>	<u>11,105.00</u>
03/11/2025	AP	CITY OF SOUTH HAVEN		
101-272-804.000	IT SERVICES	TECH SERVICES FOR MARCH	1,237.72	
101-000-202.000	ACCOUNTS PAYABLE			1,237.72
			<u>1,237.72</u>	<u>1,237.72</u>
03/11/2025	AP	CITY OF SOUTH HAVEN		
101-448-924.000	STREET LIGHTING	STREET LIGHTS ROUNDABOUT	31.20	
101-000-202.000	ACCOUNTS PAYABLE			31.20
			<u>31.20</u>	<u>31.20</u>
03/11/2025	AP	CITY OF SOUTH HAVEN		
101-301-810.000	POLICE PROTECTION	POLICE SERVICES FOR MARCH	22,897.81	
101-000-202.000	ACCOUNTS PAYABLE			22,897.81
			<u>22,897.81</u>	<u>22,897.81</u>
03/11/2025	AP	ELECTION SOURCE		
101-262-728.000	OFFICE SUPPLIES	VOTER ID CARDS	42.62	
101-000-202.000	ACCOUNTS PAYABLE			42.62
			<u>42.62</u>	<u>42.62</u>
03/11/2025	AP	ELEVATE LANDSCAPE COMPANY		
101-265-811.000	GROUND MAINTENANCE AND PLOWING	WINTER SERVICE FOR TWP	814.50	
101-000-202.000	ACCOUNTS PAYABLE			814.50
			<u>814.50</u>	<u>814.50</u>
03/11/2025	AP	FOSTER, SWIFT, COLLINS & SMITH, P.C.		
101-272-801.000	LEGAL	MICHAEL HOMIER GENERAL	550.00	
101-000-202.000	ACCOUNTS PAYABLE			550.00
			<u>550.00</u>	<u>550.00</u>
03/11/2025	AP	GENEVA TOWNSHIP		
101-528-818.000	TRANSFER STATION	SPLIT 2024 GENEVA/SOUTH HAVEN	20,281.25	
101-000-202.000	ACCOUNTS PAYABLE			20,281.25
			<u>20,281.25</u>	<u>20,281.25</u>
03/11/2025	AP	HERALD-PALLADIUM		
101-272-900.000	PUBLISHING AND ADVERTISING	FEBRUARY ADS	1,500.00	
101-000-202.000	ACCOUNTS PAYABLE			1,500.00
			<u>1,500.00</u>	<u>1,500.00</u>
03/11/2025	AP	JOHN HANCOCK LIFE INSURANCE COMPANY		
101-272-718.000	PENSION EXPENSE	LIFE INSURANCE	200.00	
101-000-202.000	ACCOUNTS PAYABLE			200.00
			<u>200.00</u>	<u>200.00</u>
03/11/2025	AP	KCI		
101-257-901.000	PRINTING	ASSESSMENT NOTICES AND POSTAGE	2,074.81	
101-000-202.000	ACCOUNTS PAYABLE			2,074.81
			<u>2,074.81</u>	<u>2,074.81</u>
03/11/2025	AP	MARK A. MANNING		
101-272-801.000	LEGAL	LEGAL SERVICES	3,060.00	
101-000-202.000	ACCOUNTS PAYABLE			3,060.00
			<u>3,060.00</u>	<u>3,060.00</u>
03/11/2025	AP	MARKET VAN BUREN		
101-272-881.000	ECONOMIC DEVELOPMENT	ECO DEVELOPMENT SERVICES	3,632.36	
101-000-202.000	ACCOUNTS PAYABLE			3,632.36
			<u>3,632.36</u>	<u>3,632.36</u>

(TRIAL RUN) INVOICE JOURNAL REPORT FOR SOUTH HAVEN CHARTER TWP

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date GL Number	Journal GL Description	Description	DR Amount	CR Amount
03/11/2025	AP	MICHIGAN TOWNSHIP SERVICES		
		FEBRUARY PERMITS		
101-000-628.000		ELECTRICAL PERMITS	1,060.00	
101-000-627.000		BUILDING PERMITS	1,405.00	
101-000-629.000		MECHANICAL PERMITS	355.00	
101-702-815.000		ZONING ADMINISTRATION	1,278.75	
101-000-202.000		ACCOUNTS PAYABLE		4,098.75
			<u>4,098.75</u>	<u>4,098.75</u>
03/11/2025	AP	QUILL CORPORATION		
		MANI FOLDERS		
101-265-728.000		OFFICE SUPPLIES	55.10	
101-000-202.000		ACCOUNTS PAYABLE		55.10
			<u>55.10</u>	<u>55.10</u>
03/11/2025	AP	SEPTIC TANK SYSTEMS CO. INC.		
		PORTABLE RESTROOM RENTAL SERVICE-HANDICA		
101-751-931.000		GROUNDS MAINTENANCE	200.00	
101-000-202.000		ACCOUNTS PAYABLE		200.00
			<u>200.00</u>	<u>200.00</u>
Report Total:				
TOTALS:				
101-000-202.000		ACCOUNTS PAYABLE		77,560.39
101-000-627.000		BUILDING PERMITS	1,405.00	
101-000-628.000		ELECTRICAL PERMITS	1,060.00	
101-000-629.000		MECHANICAL PERMITS	355.00	
101-257-808.000		ASSESSOR CONTRACT	4,160.00	
101-257-901.000		PRINTING	2,074.81	
101-262-728.000		OFFICE SUPPLIES	42.62	
101-265-728.000		OFFICE SUPPLIES	55.10	
101-265-811.000		GROUND MAINTENANCE AND PLOWING	952.86	
101-265-853.000		TELEPHONE	200.91	
101-272-718.000		PENSION EXPENSE	200.00	
101-272-801.000		LEGAL	3,610.00	
101-272-804.000		IT SERVICES	1,237.72	
101-272-819.000		BSA-SUPPORT	11,105.00	
101-272-881.000		ECONOMIC DEVELOPMENT	3,632.36	
101-272-900.000		PUBLISHING AND ADVERTISING	1,500.00	
101-301-810.000		POLICE PROTECTION	22,897.81	
101-448-924.000		STREET LIGHTING	31.20	
101-528-818.000		TRANSFER STATION	21,561.25	
101-702-815.000		ZONING ADMINISTRATION	1,278.75	
101-751-931.000		GROUNDS MAINTENANCE	200.00	
GRAND TOTAL:			<u>77,560.39</u>	<u>77,560.39</u>

Estimated: → 1600.00
79,160.39

Haven Maid \$400.00
 South Haven Electric \$1200.00



Van Buren Conservation District February 2025 Program Update

Submitted by Emily Hickmott, Executive Director

The Van Buren Conservation District county-wide survey is open through May 31 - please take that and encourage others to do so! The results of this survey help guide our projects to best serve Van Buren County.

This is the last month of our tree seedling sale pre-orders. Leftover stock may be shopped April 10, 11, and 12. The CISMA Annual Meeting (Feb. 28) is just one week away at Sarett Nature Center (details below). We have scheduled interviews for candidates for our Strike Team Crew Member positions that will begin in May with invasive species surveys and treatment.

Be sure to send us any questions from this report and keep up to date on our website and social media accounts to know what's happening next. www.VanBurenCD.org

Water Energy Nexus Program Grant - Drinking Water and Wastewater

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) is offering grant funding for energy improvements at drinking water and wastewater treatment facilities. The program has a total of \$200,000 available and is offering a maximum of \$100,000 per grantee, with no match requirement. The application deadline is March 14, 2025.

<https://www.michigan.gov/egle/about/organization/materials-management/energy/rfps-loans/water-energy-nexus>

Conservation Needs Assessment Survey: We, at the Van Buren Conservation District (VBCD), are looking to hear from you! Take our quick survey to guide conservation in Van Buren County. Whether you live, work, or play in Van Buren County, we need your input. Your thoughts help the VBCD better serve you, our community, and our natural resources.

The VBCD brings programs, services, education, and events to our community. To address our local needs, we need your local voice. Your input helps us focus conservation funding and programming for Van Buren County. This quick survey takes about 10 minutes. All responses are anonymous. For assistance with the survey, contact us at info@VanBurenCD.org or call 269-633-9054. Complete the survey to be entered into a drawing for special prizes! Take the survey by May 31, 2025! <https://vanburencd.org/input/>

Tree Seedling Sale: The annual VBCD Tree Sale is open through March 31, 2025! Don't miss out on this preorder period - we do sell out of species before it closes! We are excited to once again provide you with quality, affordable seedlings. Your purchase reforests our community and supports local conservation! Our new and classic tree and shrub species provide a wide variety of options to meet your needs. The bonus is they are all great for our environment and wildlife!

- Flowering and ornamental species
- Nut and fruit-producing species
- Species to block wind
- Shade tree species
- High value lumber species



Van Buren Conservation District February 2025 Program Update

Submitted by Emily Hickmott, Executive Director

- Species for erosion control
- More!

Be sure to check out our accessories. Show your support of local conservation efforts and action! Whether you're new to Tree Sale or want a reminder, read more about our sale here: <https://vanburencd.org/shop/> Have questions? Contact Outreach Coordinator Jacob Diljak at Outreach@VanBurenCD.org or call 269-633-9052.

Program Updates:

- **Ag Conservation/Water Quality Projects** (*Erin Fuller, Colleen Forestieri, Carlie Southland*) - In January, the Water Quality Team reflected on the successes and challenges of the previous year. In 2024, with grant support, we helped local farmers install 272 acres of no-till and over 1,800 acres of cover crops. These best management practices prevented 252 tons of sediment runoff to our lakes and streams. We provided \$58,550 in cost-share dollars to help farmers try conservation practices.
- **SWxSW Corner CISMA (Cooperative Invasive Species Management Area) Team** (*Abbie Bristol, Alex Florian, Jena Johnson*) - The CISMA Team started off the New Year planning events, invasive shrub management and surveying, and preparing for 2025. We met with partners and contractors like the new director of Berrien Conservation District, Lisa Kuntz and Davey Drone Services to discuss how to best work together. Our staff is split between the field and the office as we advance on grant deliverables and envision 2025 with an updated Strategic Plan and our fifth Strike Team.
- **Michigan Agriculture Environmental Assurance Program (MAEAP)** (*Kyle Mead*) - The specialist has been busy with tradeshow, presentations and planning our own Farming for the Future. He has also been taking the time to reach out to producers who are due for re-verification and taking the steps to try to get those re-verifications done this winter before everyone gears up in spring.
- **National Association of Conservation Districts (NRCS) Technical Assistance** (*Lucas Hartman, Gabriel Francisco*) - What a whirlwind month of EQIP plans, CSP contracts, NRCS training, general groundskeeping duties at VBCD managed properties, presentations, and professional development for both Lucas and Gabe! We are both happy to have some time at the office this next month, and will diligently be at our desks making sure all those applications get in on time.
- **Outreach** (*Jacob Diljak*) - We met many farmers new to us during the USDA's specialty crop program. The VBCD is planning any new events and we look forward to engaging with you all - keep an eye out for updates! View our 2024 Annual Report online - [VanBurenCD.org/annual-reports](https://vanburencd.org/annual-reports)
- **Resource Recovery & Recycling** (*Kalli Marshall, Jacob Diljak*) - January was full of preparation for the 2025 season and continuing work on infrastructure projects. Materials management planning has been progressing with starting on the introductory sections of the plan and grant preparations. In spare time, Kalli has been looking at potential partnerships to expand services in Van Buren County.