

COVERT TOWNSHIP

REGULAR BOARD MEETING

Tuesday, August 15, 2023 at 6:00 PM

Covert Township Hall
73943 Lake St, Covert, MI 49043

Prepared By:
Daywi Cook, Covert Township Supervisor

COVERT TOWNSHIP REGULAR BOARD MEETING

Tuesday, August 15, 2023 at 6:00 PM
Covert Township Hall, 73943 Lake St, Covert, MI 49043

AS A COURTESY TO OTHERS PLEASE SILENCE ALL CELL PHONES.
THERE WILL BE TWO PERIODS FOR PUBLIC COMMENT – ONCE AT THE
BEGINNING AND AGAIN AT THE END OF THE MEETING.
PLEASE REFRAIN FROM QUESTIONS AND COMMENTS UNTIL THOSE
DESIGNATED TIMES.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF AGENDA

Motion by _____, seconded by _____ to
approve/deny/table the agenda as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

4. COMMISSIONER UPDATES

5. PUBLIC COMMENT – *please keep comments to three (3) minutes.*

6. INFORMATIONAL UPDATES

- a. RAP Grant – Covert Community Park Update
- b. Spark Grant – North Boardwalk Update
- a. Parking Lot Expansion Projects
- b. Jerry Sarno Community Center Inspection (Lion's Club Building)

7. CONSENT AGENDA

- a. Draft Minutes of the July 11, 2023 Regular Board Meeting
- b. Draft Minutes of the July 27, 2023 Special Board Meeting
- c. Clerk's Invoice Register Report and Payroll Report
- d. Treasurer's Revenue Receipt Distribution, Banking and Budget Report

- e. Fire & Police Department Report *pending report*
- f. Department of Public Works Report
- g. FOIA Request Report
- h. Senior Services Report
- i. Safebuilt Permits Report

Motion by _____, seconded by _____ to approve/deny/table the Consent Agenda as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

8. **BOARD AND COMMISSION MEETING MINUTES**

- a. Senior Advisory Committee CANCELLED
- b. DRAFT Historical Museum Advisory Committee 7/10/23
pending report
- c. DRAFT Board of Review 7/18/23
- d. DRAFT Park Advisory Committee 7/20/23
- e. FINAL Planning Commission 7/21/23
- f. DRAFT Planning Commission 7/19/23
- g. DRAFT Airport Authority 7/19/23
- h. DRAFT Community Garden Advisory Committee 7/28/23
- i. DRAFT Ordinance Review Board 8/7/23

9. **OLD BUSINESS**

Resolution to Increase Rental Registration Fee

The Township did not follow correct procedure when increasing rental registration fees to \$125. Township may now modify the rental fee schedule via resolution. Inspections currently cost the Township \$85 per visit and do not charge a late fee for registration.

Motion by _____, seconded by _____ to approve/deny/table the resolution regarding rental registration fees with the following fee schedule:

Rental Registration	\$ _____
Late fee for Rental Registration	\$ additional _____
First Inspection	\$ _____
30 Day Inspection	\$ _____
60 Day Inspection	\$ _____

ROLL CALL VOTE: Rendell: _____, Barnes: _____, Hartmann: _____, Taylor: _____, Cook: _____

10. PUBLIC HEARING

Pursuant to Section 6 of Covert Township Ordinance No. 84, "Dangerous Building Ordinance" and the statutes of the State of Michigan, a hearing regarding the land and premises situated at 78910 CR376 within Covert Township (Parcel # 80-0-029-001-00) will be held. The purpose of the hearing is to provide opportunity for the property owner to show cause before the Covert Township Board why the structure has not been demolished as ordered by the Dangerous Buildings Hearing Officer on January 25, 2023.

This property has been sold to a new owner since this order was made.

Motion by _____, seconded by _____ to
approve/deny/table opening the public hearing.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

Public Comment Session

Motion by _____, seconded by _____ to
approve/deny/table closing the public hearing.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

11. NEW BUSINESS

a. Futurevestments, LLC, 78910 CR376, Dangerous Building Order

Motion by _____, seconded by _____ to
approve/deny/table upholding the order of the Dangerous Building Officer to
demolish the residence structure identified at 78910 CR376, upon which the cost

will be assessed upon the tax rolls as a lien against the property.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

b. Fleis & Vandenbrink Monitoring Well Sampling Costs

Additional samples will be needed to better understand the influent and effluent characteristics out of the septic tank. This is above and beyond the original scope of the TIN Reduction Plan and is necessary to complete the sampling and analysis report due to EGLE on September 8, 2023. This will cost an additional \$2,400.

Motion by _____, seconded by _____ to
approve/deny/table Fleis & Vandenbrink to perform additional sampling as needed
to complete a report to EGLE, in the amount of \$2,400, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

c. Covert Lions Club Mexican Independence Day Parade, 9/16/2023

MDOT will only provide parade permits to the municipality, for the purpose of closing down a state highway. The Covert Lions Club would like to host a Mexican Independence Day Parade, 9/16/2023 down M-140.

Motion by _____, seconded by _____ to
approve/deny/table the request of the Covert Lions Club for Covert Township to be
the applicant to MDOT for a parade permit to conduct a Mexican Independence
Day Parade down M-140, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

d. Police Department Vehicle Request

There is an opportunity to purchase a vehicle on order to be delivered in December to keep the Police Department on schedule with rotating vehicles.

Motion by _____, seconded by _____ to
approve/deny/table purchasing a 2023 Ford vehicle for the Police Department, in
the amount of \$61,259, as presented in quote 231027SR from Statewide Ford.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

e. Public Input Survey Draft – McKenna & Associates

Covert Township is in the process of updating the Coastal Management and

Master Plan. A draft of the public input survey has been approved by the Planning Commission and is now presented to the Township Board for review and approval.

Motion by _____, seconded by _____ to approve/deny/table McKenna and Associates administer the public input survey, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

f. NCG Tax Tribunal and Appeal Litigation Cost Sharing Agreement with Van Buren County

An agreement between Covert Township and Van Buren County to share the cost of the litigation between New Covert Generating and Covert Township, with the County acting as an Intervening Respondent, has been drafted for consideration. The agreement details an arrangement that has been in practice for several years after other tax entities dropped out of the agreement.

Motion by _____, seconded by _____ to approve/deny/table authorizing Supervisor Cook to sign the Tax Tribunal and Appeal Litigation Cost Sharing Agreement with Van Buren County, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

g. NCG Litigation Cost Share Invoice for Services Rendered 7/1/2022 – 6/30/2023

All costs pertaining to the NCG Tax Tribunal and Appeal Litigation for the last fiscal year have been paid by the county. Payment of the 50% cost share is being requested.

Motion by _____, seconded by _____ to approve/deny/table paying invoice 23-0000389 in the amount of \$64,196.92 to Van Buren County for half of the NCG Tax Tribunal and Appeal Litigation Cost, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

h. Builder's Risk Insurance Extension on Senior Center

The current insurance policy ends August 15, 2023. We are awaiting the extension endorsement from CHUBB. Previous premium was \$1,002. Delays are due to length of time to get labor workers scheduled.

Motion by _____, seconded by _____ to approve/deny/table extending the builder's risk insurance on the Senior Center to November 15, 2023, not to exceed \$ _____.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

i. General Liability Insurance Renewal, BHS Insurance

The expiring premium was \$96,426. The renewal premium is \$104,624. Rise in costs is due to inflation and property value. Equipment lists have been reviewed by department heads. Awaiting response from VC3 on Cyber Liability option.

Motion by _____, seconded by _____ to approve/deny/table renewing the general liability insurance with BHS Insurance in the amount of \$104,624, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

j. Floodplain Ordinance

The federal government is adopting new floodplain maps, so the township will need to adopt a new ordinance or amend the existing ordinance. The proposed ordinance has been reviewed by EGLE, township attorney and Safebuilt.

Motion by _____, seconded by _____ to approve/deny/table Ordinance No. 106, Ordinance Addressing Floodplain Management Provisions of the State Construction Code, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

k. METRO Act Right of Way Permit Extension Agreement with AT&T Michigan

A five year extension is requested with no changes to the current METRO Act Permit.

Motion by _____, seconded by _____ to approve/deny/table authorizing supervisor Cook to sign the METRO Act Right of Way Permit Extension Agreement with AT&T Michigan to expire December 31, 2028, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

l. 45th Avenue VBC Road Commission Certification

The VBCRC Director and the supervisor discussed the history of 45th Ave and what it would take to certify the road to minimum standards. The estimate to crush and shape to a gravel road is \$100,932. The original estimate for \$87,248 appears to be inaccurate as evidenced by emails I recovered from the previous supervisor and director. Please advise on what direction the board would like to pursue.

Motion by _____, seconded by _____ to

approve/deny/table

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

m. Covert Township to Consider Joining South Haven Area Water Authority (SHAWSA)

Covert Township is currently a wholesale water customer of SHAWSA with no representation on the authority board. A discussion with the director and township attorney revealed there would be little to no change in the current arrangement regarding maintenance, repair and expansion, nor would there be additional costs to the Township or water users if Covert Township were to join SHAWSA.

Motion by _____, seconded by _____ to
approve/deny/table authorizing Supervisor Cook to sign a letter to SHAWSA
requesting an amendment to the SHAWSA contract to permit Covert Township to
have representation on the authority board, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

n. Blight Elimination Program Sealed Bids – 32916 Orchard Street

This property owner has signed an agreement with the State Land Bank Authority and Covert Township to raze the structure at 32916 Orchard Street. Requests for proposals were sent out to five excavating companies to complete the demolition and clean up of this building, per specifications set forth by the State Land Bank Authority.

BID #1 _____, \$ _____

BID #2 _____, \$ _____

BID #3 _____, \$ _____

BID #4 _____, \$ _____

BID #5 _____, \$ _____

Motion by _____, seconded by _____ to
approve/deny/table hiring _____ in the
amount of \$ _____ to perform the demolition of
the house on 32916 Orchard Street, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

o. Blight Elimination Sealed Bids – 33081 Cemetery Street

The property owner has signed an agreement with the State Land Bank Authority and Covert Township to raze the structure at 33081 Cemetery Street. Requests for proposals were sent out to five excavating companies to complete the demolition and clean up of this building, per specifications set forth by the State Land Bank Authority.

BID #1 _____, \$ _____

BID #2 _____, \$ _____

BID #3 _____, \$ _____

BID #4 _____, \$ _____

BID #5 _____, \$ _____

Motion by _____, seconded by _____ to
approve/deny/table hiring _____ in the
amount of \$ _____ to perform the demolition of
the house on 33081 Cemetery Street, as presented.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____,
Taylor: _____, Cook: _____

p. Covert Township Logo Design

For minimal cost, T&S Lettering and Graphics will provide print and web

resolution logos for our exclusive use. This will be used on our web site, and all print correspondence.

Motion by _____, seconded by _____ to approve/deny/table using logo # _____ for web and print media to represent Covert Township.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

q. Covert Park Beach & Campground Manager Position

It has been indicated that our current campground manager may not return next year. I would like to request we hold open interviews to make a recommendation by our November meeting.

Motion by _____, seconded by _____ to approve/deny/table posting the Covert Park Beach and Campground Manager position and hold open interviews for the 2024 camping season.

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

Motion by _____, seconded by _____ to approve/deny/table appointing five people to an interview panel, for the purpose of interviewing candidates for a Covert Park Beach and Campground Manager for the 2024 camping season. Members of the panel shall be:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

ROLL CALL VOTE: Hartmann: _____, Rendell: _____, Barnes: _____, Taylor: _____, Cook: _____

12.Public Comment – *please keep comments to three (3) minutes.*

13.Any Other Business

14.Adjourn

Motion by _____, to adjourn at _____PM.

Next Regular Township Board Meeting will be held Tuesday, September 12, 2023 at 6:00 PM at the Covert Township Hall, 73943 Lake Street.

CONSENT AGENDA

Covert Township Regular Board Meeting

DRAFT

Tuesday, July 11, 2023 at 6:00 PM

Covert Township Hall, 73943 Lake St., Covert, MI 49043

The Regular Board Meeting was called to order at 6:00 p.m. by Supervisor Cook, followed by the Pledge of Allegiance

Members Present: N. Barnes, D. Cook, M. Rendell

Members Absent: J. Hartmann, L. Taylor

Motions Carried

Motion by D. Cook, seconded by M. Rendell to approve the agenda with the addition of the estimate from Mr. Piggee regarding installing a wind barrier at the Police Department/ Fire Station building.

Motion passed by all present in favor saying yes, opposed: 0.

Commissioner Updates

Commissioner Askew presented for the Van Buren County Road Commission. Contracting gravel actions are being taken all over the county. For more information, please check the Van Buren County Road Commission's web page. Seal coating and patching continues throughout the county. Pipe replacement continues as well. The culvert here in Covert Township on 30th Street has been fixed.

Public Comment

No public comment.

Motion by N. Barnes, seconded by D. Cook to approve the Consent Agenda as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by M. Rendell, seconded by D. Cook to remove from the table Project #497.3057, the 72506 26th Ave Ditching Project, in the amount of \$17,294.56 in Township funds.

Motion passed by all present in favor saying yes, opposed: 0.

Motion by D. Cook, seconded by M. Rendell to approve Project #497.3057, the 72506 26th Ave Ditching Project, in the amount of \$17,294.56 in Township funds as presented by the Van Buren Co Road Commission.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by M. Rendell to table the two-year contract with TextMyGov in the amount of \$3,700 annually and \$1,850 one-time setup fee, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion tabled

Motion by M. Rendell, seconded by N. Barnes to approve allocating \$47,388.60 in RevShare Funds toward the following projects: culvert replacement on 30th Ave., crosspipe replacement on 72nd St., crosspipe replacement on 77 ½th St.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by M. Rendell to approve Project Sheet #497.3876 and #497.3078 in the amount of \$134,600.71 with RevShare Funds to slag seal coat and fog seal specific roads in Covert Township, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by N. Barnes to approve Project Sheet #497.3088 in the amount of \$72,120 to perform de-berming of specific roads in Covert Township, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by N. Barnes, seconded by D. Cook to approve proposal 1-9734 from Overhead Door Company of Kalamazoo in the amount of \$2,681 plus \$48 for each 1-button remote control transmitter as needed and electrical work, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by M. Rendell, seconded by D. Cook to approve the estimate provided by Mr. Piggee in the amount of \$3,970.00 to install a wind barrier at the door of the Police Department/ Fire Station building.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by M. Rendell, seconded by N. Barnes to approve authorizing Supervisor Cook to sign the new Distribution Easement Agreement with Indiana Michigan Power Company, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by M. Rendell, seconded by N. Barnes to approve authorizing Supervisor Cook to sign the Mutual Aid Agreement with Medic 1, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by N. Barnes, seconded by D. Cook to approve the proposal from Identifinders International, to perform DNA Extractor services on behalf of the Covert Police Department and the State of Michigan for an ongoing investigation in the amount of \$2,250, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by M. Rendell, seconded by D. Cook to approve adopting the Uniform Fire Code Ordinance, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by N. Barnes to approve paying statement #230603 for services rendered 9/16/2022 through 5/18/2023 in the amount of \$22,967, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by M. Rendell to approve paying invoice #22-365 from Van Buren County in the amount of \$45,513.55, to cover 50% of the attorney costs related to NCG litigation for services rendered in 2021-2022, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by N. Barnes to approve the ordinance amendment to allow changes to the rental registration fees by resolution, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by N. Barnes to table the resolution to increase rental registration fees to \$125, effective immediately.

Roll Call Vote: Yes: 3 No: 0 Motion tabled

Motion by D. Cook, seconded by N. Barnes to approve enrolling in the Provident Accident and Health Policy Plan #PRCO-91985-MI10233, in the amount of \$3,162, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by M. Rendell, to approve the Revocation of a Conditional Rezoning Agreement by Ordinance, as presented.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Closed Session

Motion by D. Cook, seconded by N. Barnes, to approve entering into closed session under the authority of Act 267 of 1976, section 8, subsection c.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Motion by D. Cook, seconded by M. Rendell to approve ratifying the contract with the Police Department.

Roll Call Vote: Yes: 3 No: 0 Motion carried

Public Comment

No public comment

Motion by D. Cook, to adjourn at 7:47 PM.

Submitted by E. Morrison, Covert Township Deputy Clerk

Next Regular Township Board Meeting will be held Tuesday, August 15, 2023 at 6:00 PM at the Covert Township Hall, 73943 Lake Street.

Covert Township Special Board Meeting

DRAFT

Thursday, July 27, 2023 at 10:00 a.m.

Covert Township Hall, 73943 Lake St., Covert, MI 49043

The Special Board Meeting was called to order at 10:00 a.m. by Supervisor Cook, followed by the Pledge of Allegiance.

Members Present: N. Barnes, D. Cook, M. Rendell, L. Taylor

Members Absent: J. Hartmann

Motions Carried

Motion by L. Taylor, seconded by N. Barnes to approve the agenda, as presented.

Motion passed by all in favor saying yes, opposed: 0.

Public Comment

Alex Florian from the Van Buren Conservation District spoke to introduce the proposal for the Coastal Education Grant. He emphasized the importance of this proposal in order to inform the public regarding coastal living. He then went on to explain that given the effects of climate change, coastal living requires awareness and the importance of how erosion in the future could affect such a lifestyle. He requested that the Township of Covert write a letter of support for the proposal they plan to submit. He also stated that the intention of the Van Buren Conservation District is to conduct outreach events with in the community to further inform the public.

Motion by D. Cook, seconded by M. Rendell to approve authorizing Supervisor Cook to sign the Letter of Collaboration addressed to EGLE in support of Van Buren Conservation District's proposal and commit \$1,000 of in-kind support for staff and use of our facility as well as in the form of services rendered by McKenna & Associates to update Covert Township's Coastal Management Plan with updated data and public stakeholder input, and incorporate it into the Master Plan and Zoning Ordinances.

Roll Call Vote: Yes: 4, No: 0 Motion Carried

Public Comment

None

Motion by D. Cook, to adjourn at 10:19 AM.

Next Regular Township Board Meeting will be held Tuesday, August 15, 2023 at 6:00 PM at the Covert Township Hall, 73943 Lake Street.

CLERK'S REPORT

Tuesday, August 15, 2023

7/11/23-8/16/23

To be paid when due:

INVOICE REGISTER

PAYROLL AMOUNTS

INVOICES ON HOLD FOR

AMOUNTS

REVIEW

101	GENERAL FUND	131,718.75	29,754.60	\$	8,302.20
204	MUNICIPAL STREET FUND				
260	WATER				
207	POLICE FUND	29,254.58	44,214.84	\$	4,760.98
208	DRUG ENFORCEMENT				
210	FIRE/AMBULANCE FUND	42,635.25	37,285.12	\$	2,925.40
249	BUILDING FUND	969.00			
250	COVERT COM. GARDEN	322.88		\$	167.48
270	MUSEUM	337.97			
280	CAMPGROUND	36,121.63		\$	426.50
290	SENIOR SERVICES FUND	26,509.82			
403	POLICE/FIRE				
590	WASTE WATER FUND	32,967.03			
591	WATER BOND FUND				
592	DUNESWOOD				
593	WATER REPLACEMENT				
701	TRUST & AGENCY				
750	PAYROLL	2,539.24			
SUBTOTAL		\$ 303,376.15	\$ 111,254.56	\$	16,582.56

TOTAL TO APPROVE FOR PAYMENT:

\$431,213.27

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
64202	7TH DISTRICT COURT	08/03/2023	08/03/2023	100.00	0.00	Paid	Y
64203	7TH DISTRICT COURT	08/03/2023	08/03/2023	750.00	0.00	Paid	Y
64204	7TH DISTRICT COURT	08/03/2023	08/03/2023	275.00	0.00	Paid	Y
Total for vendor 203742 - 7TH DISTRICT COURT:				1,125.00	0.00		
64251	ACD ADVANCE COMMUNICATION	07/31/2023	08/09/2023	828.91	0.00	Paid	Y
64049	AFLAC	06/26/2023	07/13/2023	691.94	0.00	Paid	Y
64208	AFLAC	07/26/2023	08/09/2023	691.94	0.00	Paid	Y
Total for vendor 001320 - AFLAC:				1,383.88	0.00		
64018	ARAMARK	06/28/2023	07/12/2023	216.78	0.00	Paid	Y
64081	ARAMARK	07/10/2023	07/19/2023	71.50	0.00	Paid	Y
64121	ARAMARK	07/15/2023	07/19/2023	106.68	0.00	Paid	Y
Total for vendor 001505 - ARAMARK:				394.96	0.00		
64112	ARNOLD BABER	07/17/2023	07/19/2023	80.00	0.00	Paid	Y
64114	ARNOLD BABER	07/17/2023	07/19/2023	75.00	0.00	Paid	Y
64116	ARNOLD BABER	07/17/2023	07/19/2023	125.00	0.00	Paid	Y
64124	ARNOLD BABER	07/18/2023	07/19/2023	125.00	0.00	Paid	Y
64125	ARNOLD BABER	07/18/2023	07/19/2023	500.00	0.00	Paid	Y
Total for vendor 204137 - ARNOLD BABER :				905.00	0.00		
64118	AT&T MOBILITY	07/06/2023	07/19/2023	631.85	0.00	Paid	Y
64170	AUTO VALUE PARTS STORE	07/25/2023	08/02/2023	45.98	45.98	Open	Y
64214	AUTO-WARES GROUP	07/25/2023	08/09/2023	45.98	0.00	Paid	Y
64132	BAUCKHAM, THALL, SEEGER, KAUFMAN	07/10/2023	07/19/2023	234.90	234.90	Open	Y
64133	BAUCKHAM, THALL, SEEGER, KAUFMAN	07/10/2023	07/19/2023	3,027.70	3,027.70	Open	Y
64135	BAUCKHAM, THALL, SEEGER, KAUFMAN	07/10/2023	07/19/2023	315.00	315.00	Open	Y
64244	BAUCKHAM, THALL, SEEGER, KAUFMAN	08/04/2023	08/09/2023	5,149.60	5,149.60	Open	Y
64246	BAUCKHAM, THALL, SEEGER, KAUFMAN	08/04/2023	08/09/2023	44.00	44.00	Open	Y
Total for vendor 002590 - BAUCKHAM, THALL, SEEGER, KAUFMAN & :				8,771.20	8,771.20		
64078	BECHT CONSTRUCTION	07/13/2023	07/19/2023	19,734.00	0.00	Paid	Y
63988	BEST WAY DISPOSAL	07/01/2023	07/12/2023	1,183.36	0.00	Paid	Y
63989	BEST WAY DISPOSAL	07/01/2023	07/12/2023	124.10	0.00	Paid	Y
64205	BEST WAY DISPOSAL	08/01/2023	08/09/2023	3,686.59	0.00	Paid	Y
64206	BEST WAY DISPOSAL	08/01/2023	08/09/2023	124.10	0.00	Paid	Y
Total for vendor 002395 - BEST WAY DISPOSAL:				5,118.15	0.00		
64077	BH AWNING	07/13/2023	07/13/2023	1,985.00	0.00	Paid	Y
64248	BH AWNING	08/08/2023	08/09/2023	1,985.00	0.00	Paid	Y
Total for vendor 204403 - BH AWNING:				3,970.00	0.00		
64140	BHS INSURANCE	07/19/2023	07/26/2023	55.00	0.00	Paid	Y
64176	BIO-CARE US INC	07/12/2023	08/02/2023	7,892.25	0.00	Paid	Y
64142	BLUE CARE NETWORK	07/07/2023	07/26/2023	19,719.88	0.00	Paid	Y
64082	BSN SPORTS LLC	06/20/2023	07/19/2023	820.80	0.00	Paid	Y

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
64067	BURNHAM & FLOWER INSURANCE GROUP	06/12/2023	07/13/2023	3,162.00	0.00	Paid	Y
64068	BURNHAM & FLOWER INSURANCE GROUP	07/11/2023	07/13/2023	105.00	0.00	Paid	Y
Total for vendor 002010 - BURNHAM & FLOWER INSURANCE GROUP:				3,267.00	0.00		
64127	CARL MCMATH	07/18/2023	07/19/2023	75.00	0.00	Paid	Y
64168	CATHERINE GREEN	07/26/2023	07/26/2023	219.69	0.00	Paid	Y
64185	CHERYL MCCRAY	08/01/2023	08/02/2023	80.00	0.00	Paid	Y
64092	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	415.81	0.00	Paid	Y
64093	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	117.39	0.00	Paid	Y
64094	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	38.77	0.00	Paid	Y
64095	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	39.19	0.00	Paid	Y
64096	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	56.98	0.00	Paid	Y
64097	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	38.00	0.00	Paid	Y
64099	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	38.04	0.00	Paid	Y
64100	CITY OF SOUTH HAVEN	07/09/2023	07/19/2023	323.07	0.00	Paid	Y
64109	CITY OF SOUTH HAVEN	07/17/2023	07/19/2023	340.30	0.00	Paid	Y
64191	CITY OF SOUTH HAVEN	08/01/2023	08/02/2023	126.17	0.00	Paid	Y
Total for vendor 003256 - CITY OF SOUTH HAVEN:				1,533.72	0.00		
64064	CLEAN EARTH	06/29/2023	07/13/2023	2,286.60	0.00	Paid	Y
64027	COASTAL CLEAN	07/05/2023	07/12/2023	456.00	0.00	Paid	Y
64083	COASTAL CLEAN	07/05/2023	07/19/2023	495.00	0.00	Paid	Y
64164	COASTAL CLEAN	07/21/2023	07/26/2023	342.00	0.00	Paid	Y
64172	COASTAL CLEAN	07/21/2023	07/27/2023	495.00	0.00	Paid	Y
64182	COASTAL CLEAN	06/21/2023	08/02/2023	456.00	0.00	Paid	Y
64200	COASTAL CLEAN	08/02/2023	08/09/2023	456.00	0.00	Paid	Y
64211	COASTAL CLEAN	06/21/2023	08/09/2023	495.00	0.00	Paid	Y
64238	COASTAL CLEAN	08/01/2023	08/09/2023	495.00	0.00	Paid	Y
Total for vendor 203792 - COASTAL CLEAN:				3,690.00	0.00		
64134	COASTAL LANDSCAPING INC	07/14/2023	07/19/2023	155.40	0.00	Paid	Y
63990	COMCAST	06/24/2023	07/12/2023	146.85	0.00	Paid	Y
64071	COMCAST	07/05/2023	07/13/2023	161.37	0.00	Paid	Y
64207	COMCAST	07/24/2023	08/09/2023	146.85	0.00	Paid	Y
Total for vendor 003765 - COMCAST:				455.07	0.00		
64020	COURTNEY R. BROWN	07/03/2023	07/12/2023	60.00	0.00	Paid	Y
64129	COURTNEY R. BROWN	07/18/2023	07/19/2023	60.00	0.00	Paid	Y
64184	COURTNEY R. BROWN	08/01/2023	08/02/2023	85.00	0.00	Paid	Y
Total for vendor 204394 - COURTNEY R. BROWN:				205.00	0.00		
64021	COVERT PROFESSIONAL FIREFIGHTERS	07/05/2023	07/12/2023	270.00	0.00	Paid	Y
64193	COVERT PROFESSIONAL FIREFIGHTERS	08/02/2023	08/02/2023	270.00	0.00	Paid	Y
Total for vendor 203440 - COVERT PROFESSIONAL FIREFIGHTERS UN:				540.00	0.00		
64105	COVERT PUBLIC SCHOOLS	07/17/2023	07/19/2023	61,699.92	0.00	Paid	Y
64188	COVERT PUBLIC SCHOOLS	08/01/2023	08/02/2023	330,068.43	0.00	Paid	Y

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Total for vendor 003000 - COVERT PUBLIC SCHOOLS:				391,768.35	0.00		
64106	COVERT TWP- GENERAL FUND	07/17/2023	07/19/2023	1,268.28	0.00	Paid	Y
64189	COVERT TWP- GENERAL FUND	08/01/2023	08/02/2023	11,225.47	0.00	Paid	Y
Total for vendor 203431 - COVERT TWP- GENERAL FUND:				12,493.75	0.00		
64029	COVERT TWP WASTEWATER	07/10/2023	07/13/2023	0.00	0.00	Void	Y
64030	COVERT TWP WASTEWATER	07/10/2023	07/13/2023	0.00	0.00	Void	Y
64031	COVERT TWP WASTEWATER	07/10/2023	07/13/2023	0.00	0.00	Void	Y
64045	COVERT TWP WASTEWATER	07/01/2023	07/13/2023	0.00	0.00	Void	Y
64060	COVERT TWP WASTEWATER	07/01/2023	07/13/2023	131.25	0.00	Paid	Y
64061	COVERT TWP WASTEWATER	07/01/2023	07/13/2023	131.25	0.00	Paid	Y
64062	COVERT TWP WASTEWATER	07/01/2023	07/13/2023	131.25	0.00	Paid	Y
64063	COVERT TWP WASTEWATER	07/01/2023	07/13/2023	131.25	0.00	Paid	Y
64089	COVERT TWP WASTEWATER	07/01/2023	07/19/2023	131.25	0.00	Paid	Y
Total for vendor 023115 - COVERT TWP WASTEWATER :				656.25	0.00		
64047	CRYSTAL FLASH ENERGY	07/11/2023	07/13/2023	5,924.39	0.00	Paid	Y
64012	DAN'S AUTOMOTIVE	06/16/2023	07/12/2023	35.54	0.00	Paid	Y
64013	DAN'S AUTOMOTIVE	06/15/2023	07/12/2023	41.43	0.00	Paid	Y
64014	DAN'S AUTOMOTIVE	06/26/2023	07/12/2023	198.00	0.00	Paid	Y
64015	DAN'S AUTOMOTIVE	06/29/2023	07/12/2023	35.54	0.00	Paid	Y
64173	DAN'S AUTOMOTIVE	07/24/2023	07/27/2023	35.54	0.00	Paid	Y
64241	DAN'S AUTOMOTIVE	08/01/2023	08/09/2023	40.54	0.00	Paid	Y
64242	DAN'S AUTOMOTIVE	08/01/2023	08/09/2023	12.50	0.00	Paid	Y
Total for vendor 004250 - DAN'S AUTOMOTIVE:				399.09	0.00		
64131	DAWN STRASSER	07/18/2023	07/19/2023	8,777.22	0.00	Paid	Y
64167	DAWN STRASSER	07/26/2023	07/26/2023	7,889.00	0.00	Paid	Y
64186	DAWN STRASSER	08/01/2023	08/02/2023	9,562.99	0.00	Paid	Y
Total for vendor 204359 - DAWN STRASSER:				26,229.21	0.00		
64247	DEBROAH A. HINMAN	08/08/2023	08/08/2023	78.71	0.00	Paid	Y
64183	ELECTION SOURCE	07/31/2023	08/02/2023	75.06	0.00	Paid	Y
64138	ELIZABETH MORRISON	07/19/2023	07/26/2023	0.00	0.00	Void	Y
64139	ELIZABETH MORRISON	07/19/2023	07/26/2023	26.23	26.23	Open	Y
Total for vendor 204346 - ELIZABETH MORRISON:				26.23	26.23		
64149	EMERGENCY MEDICAL PRODUCT	07/11/2023	07/26/2023	426.19	0.00	Paid	Y
64174	EMERGENCY MEDICAL PRODUCT	07/19/2023	07/27/2023	11.78	0.00	Paid	Y
Total for vendor 005200 - EMERGENCY MEDICAL PRODUCT:				437.97	0.00		
64175	EXCLUSIVE PRINTS	07/26/2023	07/27/2023	192.00	0.00	Paid	Y
64026	F&V OPERATIONS & RESOURCE	07/01/2023	07/12/2023	2,433.11	0.00	Paid	Y
64181	F&V OPERATIONS & RESOURCE	08/31/2023	08/02/2023	2,433.11	0.00	Paid	Y
64249	F&V OPERATIONS & RESOURCE	08/08/2023	08/09/2023	180.00	0.00	Paid	Y
Total for vendor 006030 - F&V OPERATIONS & RESOURCE:				5,046.22	0.00		

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64040	FAHEY SCHULTZ BURZYCH RHODES PLC	06/29/2023	07/13/2023	22.50	22.50	Open	Y
64041	FAHEY SCHULTZ BURZYCH RHODES PLC	06/29/2023	07/13/2023	1,980.00	1,980.00	Open	Y
64058	FAHEY SCHULTZ BURZYCH RHODES PLC	06/01/2023	07/13/2023	3,834.62	0.00	Paid	Y
64059	FAHEY SCHULTZ BURZYCH RHODES PLC	06/01/2023	07/13/2023	45.00	0.00	Paid	Y
64243	FAHEY SCHULTZ BURZYCH RHODES PLC	08/01/2023	08/09/2023	4,750.00	4,750.00	Open	Y
Total for vendor 006385 - FAHEY SCHULTZ BURZYCH RHODES PLC:				10,632.12	6,752.50		
64111	FRANCISCO SANCHEZ	07/17/2023	07/19/2023	135.00	0.00	Paid	Y
64117	FRANCISCO SANCHEZ	07/17/2023	07/19/2023	65.00	0.00	Paid	Y
64122	FRANCISCO SANCHEZ	07/08/2023	07/19/2023	75.00	0.00	Paid	Y
64123	FRANCISCO SANCHEZ	07/18/2023	07/19/2023	45.00	0.00	Paid	Y
64128	FRANCISCO SANCHEZ	07/18/2023	07/19/2023	65.00	0.00	Paid	Y
64130	FRANCISCO SANCHEZ	07/18/2023	07/19/2023	0.00	0.00	Void	N
64146	FRANCISCO SANCHEZ	07/19/2023	07/26/2023	75.00	0.00	Paid	Y
64147	FRANCISCO SANCHEZ	07/19/2023	07/26/2023	75.00	0.00	Paid	Y
64148	FRANCISCO SANCHEZ	07/19/2023	07/26/2023	75.00	0.00	Paid	Y
64196	FRANCISCO SANCHEZ	08/02/2023	08/02/2023	65.00	0.00	Paid	Y
64197	FRANCISCO SANCHEZ	08/02/2023	08/02/2023	65.00	0.00	Paid	Y
64198	FRANCISCO SANCHEZ	08/02/2023	08/02/2023	350.00	0.00	Paid	Y
64199	FRANCISCO SANCHEZ	08/02/2023	08/02/2023	50.00	0.00	Paid	Y
Total for vendor 204148 - FRANCISCO SANCHEZ:				1,140.00	0.00		
64036	FRONTIER	07/01/2023	07/13/2023	275.06	0.00	Paid	Y
64037	FRONTIER	07/01/2023	07/13/2023	277.43	0.00	Paid	Y
64038	FRONTIER	07/10/2023	07/13/2023	99.69	0.00	Paid	Y
64101	FRONTIER	07/07/2023	07/19/2023	91.97	0.00	Paid	Y
64102	FRONTIER	07/07/2023	07/19/2023	89.99	0.00	Paid	Y
64103	FRONTIER	07/07/2023	07/19/2023	91.66	0.00	Paid	Y
64235	FRONTIER	08/01/2023	08/09/2023	275.33	0.00	Paid	Y
64236	FRONTIER	08/01/2023	08/09/2023	277.51	0.00	Paid	Y
64237	FRONTIER	08/01/2023	08/09/2023	105.83	0.00	Paid	Y
Total for vendor 006400 - FRONTIER:				1,584.47	0.00		
64156	GARY FAULTERSACK	07/24/2023	07/26/2023	675.22	0.00	Paid	Y
64152	GRAINGER	07/13/2023	07/26/2023	682.90	682.90	Open	Y
64161	GREENLINE PROFESSIONAL SERVICES	07/25/2023	07/26/2023	200.00	0.00	Paid	Y
64178	HERALD PALLADIUM	07/30/2023	08/02/2023	2,584.45	0.00	Paid	Y
64217	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	7.95	0.00	Paid	Y
64218	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	158.72	0.00	Paid	Y
64219	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	25.65	0.00	Paid	Y
64220	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	12.17	0.00	Paid	Y
64221	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	84.48	0.00	Paid	Y
64222	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	2,119.57	0.00	Paid	Y
64223	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	6.75	0.00	Paid	Y
64224	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	7.23	0.00	Paid	Y
64225	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	13.44	0.00	Paid	Y
64226	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	30.46	0.00	Paid	Y

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64227	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	16.09	0.00	Paid	Y
64228	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	489.83	0.00	Paid	Y
64229	INDIANA MICHIGAN POWER	08/01/2023	08/09/2023	42.78	0.00	Paid	Y
Total for vendor 009000 - INDIANA MICHIGAN POWER:				3,015.12	0.00		
63991	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	1,712.73	0.00	Paid	Y
63992	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	7.46	0.00	Paid	Y
63993	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	6.51	0.00	Paid	Y
63994	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	13.68	0.00	Paid	Y
63995	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	92.46	0.00	Paid	Y
63996	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	25.65	0.00	Paid	Y
63997	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	35.24	0.00	Paid	Y
63998	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	12.62	0.00	Paid	Y
63999	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	372.94	0.00	Paid	Y
64000	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	6.87	0.00	Paid	Y
64001	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	8.79	0.00	Paid	Y
64002	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	155.67	0.00	Paid	Y
64003	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	11.55	0.00	Paid	Y
64004	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	556.27	0.00	Paid	Y
64025	INDIANA MICHIGAN POWER	06/30/2023	07/12/2023	40.26	0.00	Paid	Y
64072	INDIANA MICHIGAN POWER	07/07/2023	07/13/2023	6.51	0.00	Paid	Y
64073	INDIANA MICHIGAN POWER	07/07/2023	07/13/2023	516.10	0.00	Paid	Y
64074	INDIANA MICHIGAN POWER	07/07/2023	07/13/2023	352.33	0.00	Paid	Y
64075	INDIANA MICHIGAN POWER	07/07/2023	07/13/2023	835.81	0.00	Paid	Y
64076	INDIANA MICHIGAN POWER	07/07/2023	07/13/2023	365.41	0.00	Paid	Y
64215	INDIANA MICHIGAN POWER	07/31/2023	08/09/2023	549.42	0.00	Paid	Y
Total for vendor 203914 - INDIANA MICHIGAN POWER:				5,684.28	0.00		
64008	JASON DANIELS	07/03/2023	07/12/2023	60.62	0.00	Paid	Y
64120	JASON DANIELS	07/17/2023	07/19/2023	112.00	0.00	Paid	Y
64187	JASON DANIELS	07/31/2023	08/02/2023	32.00	0.00	Paid	Y
Total for vendor 203820 - JASON DANIELS:				204.62	0.00		
64162	JEFFERY NEIGH	07/25/2023	07/26/2023	150.00	0.00	Paid	Y
64035	JOHN DEERE FINANCIAL	07/10/2023	07/13/2023	478.53	0.00	Paid	Y
64016	JOHN HANCOCK LIFE INS USA	06/30/2023	07/12/2023	2,040.67	0.00	Paid	Y
64195	JOHN HANCOCK LIFE INS USA	08/02/2023	08/02/2023	1,696.13	0.00	Paid	Y
Total for vendor 013060 - JOHN HANCOCK LIFE INS USA:				3,736.80	0.00		
64051	KNOTEK LAW OFFICE, PLC	06/12/2023	07/13/2023	22,967.00	0.00	Paid	Y
64070	KSS ENTERPRISES	07/07/2023	07/13/2023	318.50	0.00	Paid	Y
64084	KSS ENTERPRISES	07/12/2023	07/19/2023	141.62	0.00	Paid	Y
64085	KSS ENTERPRISES	07/05/2023	07/19/2023	120.69	0.00	Paid	Y
64086	KSS ENTERPRISES	07/05/2023	07/19/2023	112.53	0.00	Paid	Y
64087	KSS ENTERPRISES	07/12/2023	07/19/2023	346.18	0.00	Paid	Y
64153	KSS ENTERPRISES	07/19/2023	07/26/2023	362.40	0.00	Paid	Y
64169	KSS ENTERPRISES	07/26/2023	08/02/2023	91.47	0.00	Paid	Y

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64177	KSS ENTERPRISES	07/26/2023	08/02/2023	358.82	0.00	Paid	Y
64233	KSS ENTERPRISES	08/02/2023	08/09/2023	282.86	0.00	Paid	Y
Total for vendor 204102 - KSS ENTERPRISES :				2,135.07	0.00		
64108	LAKE MICHIGAN COLLEGE	07/17/2023	07/19/2023	11,626.77	0.00	Paid	Y
64192	LAKE MICHIGAN COLLEGE	08/01/2023	08/02/2023	44,952.96	0.00	Paid	Y
Total for vendor 021015 - LAKE MICHIGAN COLLEGE:				56,579.73	0.00		
64157	LAUREEN A. BIRDSALL	07/25/2023	07/26/2023	5,333.33	0.00	Paid	Y
64171	LCSA	07/26/2023	08/02/2023	10,106.80	0.00	Paid	Y
64113	LENARD BERRY	07/17/2023	07/19/2023	50.00	0.00	Paid	Y
64154	LENARD BERRY	07/24/2023	07/26/2023	50.00	0.00	Paid	Y
64155	LENARD BERRY	07/24/2023	07/26/2023	50.00	0.00	Paid	Y
64160	LENARD BERRY	07/25/2023	07/26/2023	50.00	0.00	Paid	Y
Total for vendor 204284 - LENARD BERRY:				200.00	0.00		
64022	LESLIE ALLEN FROEBER	07/05/2023	07/12/2023	500.00	0.00	Paid	Y
64009	LINDE	06/22/2023	07/12/2023	468.55	0.00	Paid	Y
64010	LINDE	06/22/2023	07/12/2023	284.99	0.00	Paid	Y
64213	LINDE	07/22/2023	08/09/2023	280.92	0.00	Paid	Y
Total for vendor 204208 - LINDE:				1,034.46	0.00		
64115	MAE LUCAS	07/17/2023	07/19/2023	50.00	0.00	Paid	Y
64050	MEDICAL MUTUAL	06/23/2023	07/13/2023	507.92	0.00	Paid	Y
64250	MEDICAL MUTUAL	08/08/2023	08/09/2023	565.35	0.00	Paid	Y
Total for vendor 003265 - MEDICAL MUTUAL:				1,073.27	0.00		
64080	MELVIN YOUNG	06/14/2023	07/19/2023	800.00	0.00	Paid	Y
64180	MENARD'S - SOUTH HAVEN	07/19/2023	08/02/2023	740.78	0.00	Paid	Y
64212	MICHIGAN ASSOC. OF CHIEFS OF POLI	08/03/2023	08/09/2023	115.00	115.00	Open	Y
64053	MICHIGAN GAS UTILITIES	07/07/2023	07/13/2023	48.15	0.00	Paid	Y
64054	MICHIGAN GAS UTILITIES	07/07/2023	07/13/2023	35.73	0.00	Paid	Y
64055	MICHIGAN GAS UTILITIES	07/07/2023	07/13/2023	61.45	0.00	Paid	Y
64056	MICHIGAN GAS UTILITIES	07/07/2023	07/13/2023	113.16	0.00	Paid	Y
64057	MICHIGAN GAS UTILITIES	07/07/2023	07/13/2023	39.96	0.00	Paid	Y
64098	MICHIGAN GAS UTILITIES	07/10/2023	07/19/2023	37.00	0.00	Paid	Y
Total for vendor 013015 - MICHIGAN GAS UTILITIES:				335.45	0.00		
64043	MIDWEST ENERGY & COMMUNICATIONS	07/08/2023	07/13/2023	20.59	0.00	Paid	Y
64046	MIDWEST ENERGY & COMMUNICATIONS	07/08/2023	07/13/2023	210.47	0.00	Paid	Y
Total for vendor 006000 - MIDWEST ENERGY & COMMUNICATIONS:				231.06	0.00		
64119	MIDWEST GLASS & MIRROR	06/30/2023	07/19/2023	3,570.00	0.00	Paid	Y
64090	MUNICIPAL EMERGENCY SERVICES	07/12/2023	07/19/2023	3,250.00	0.00	Paid	Y
64209	NAOMI BARNES	08/03/2023	08/04/2023	837.53	0.00	Paid	Y
64210	NAOMI BARNES	08/03/2023	08/04/2023	194.76	0.00	Paid	Y
Total for vendor 203902 - NAOMI BARNES :				1,032.29	0.00		

INVOICE REGISTER REPORT FOR COVERT TOWNSHIP
EXP CHECK RUN DATES 07/12/2023 - 08/16/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
64005	OVERHEAD DOOR COMPANY	06/26/2023	07/12/2023	815.00	0.00	Paid	Y
64006	OVERHEAD DOOR COMPANY	06/26/2023	07/12/2023	565.00	0.00	Paid	Y
64239	OVERHEAD DOOR COMPANY	07/31/2023	08/09/2023	485.00	0.00	Paid	Y
64240	OVERHEAD DOOR COMPANY	07/31/2023	08/09/2023	2,921.00	0.00	Paid	Y
Total for vendor 015010 - OVERHEAD DOOR COMPANY:				4,786.00	0.00		
64137	PARRETT COMPANY	07/18/2023	07/26/2023	228.31	0.00	Paid	Y
64150	PARRETT COMPANY	07/18/2023	07/26/2023	181.10	0.00	Paid	Y
64151	PARRETT COMPANY	07/18/2023	07/26/2023	108.22	0.00	Paid	Y
Total for vendor 016015 - PARRETT COMPANY:				517.63	0.00		
64032	PAT'S PRONTO PRINT	06/27/2023	07/13/2023	2,587.39	0.00	Paid	Y
64141	PITNEY BOWES BANK INC PURCHASE PO	07/11/2023	07/26/2023	10.00	0.00	Paid	Y
64143	PITNEY BOWES GLOBAL FINANCIAL SER	07/12/2023	07/26/2023	388.65	0.00	Paid	Y
64007	POLICE OFFICERS ASSOC MI	07/02/2023	07/12/2023	307.68	0.00	Paid	Y
64194	POLICE OFFICERS ASSOC MI	08/02/2023	08/02/2023	307.68	0.00	Paid	Y
Total for vendor 016390 - POLICE OFFICERS ASSOC MI:				615.36	0.00		
64034	PV BUSINESS SOLUTIONS	06/23/2023	07/13/2023	298.50	0.00	Paid	Y
64066	RED ARROW SMALL ENGINE	07/11/2023	07/13/2023	279.97	0.00	Paid	Y
64126	RONNIE BROWN	07/18/2023	07/19/2023	600.00	0.00	Paid	Y
64011	STAPLES	06/29/2023	07/12/2023	47.15	0.00	Paid	Y
64042	STAPLES	06/01/2023	07/13/2023	41.34	0.00	Paid	Y
64088	STAPLES	07/13/2023	07/19/2023	44.28	0.00	Paid	Y
Total for vendor 203796 - STAPLES:				132.77	0.00		
64136	STATE OF MICHIGAN	07/18/2023	07/19/2023	1,301.00	0.00	Paid	Y
64201	STATE OF MICHIGAN	08/03/2023	08/09/2023	996.00	0.00	Paid	Y
Total for vendor 204399 - STATE OF MICHIGAN :				2,297.00	0.00		
64234	STEENSMA LAWN & POWER EQUIPMENT	08/02/2023	08/09/2023	21.27	21.27	Open	Y
64065	STEVEN BRANT	06/30/2023	07/13/2023	125.00	0.00	Paid	Y
64104	STEVEN BRANT	07/17/2023	07/19/2023	125.00	0.00	Paid	Y
Total for vendor 204381 - STEVEN BRANT :				250.00	0.00		
64091	SUMMIT FIRE PROTECTION	06/30/2023	07/19/2023	547.50	0.00	Paid	Y
64145	SUMMIT FIRE PROTECTION	06/30/2023	07/26/2023	974.25	0.00	Paid	Y
Total for vendor 204165 - SUMMIT FIRE PROTECTION:				1,521.75	0.00		
64110	SUZANNE BELLOWS	07/17/2023	07/19/2023	390.00	0.00	Paid	Y
64019	SWANS LAWN CARE	07/03/2023	07/12/2023	200.00	0.00	Paid	Y
64159	SWANS LAWN CARE	07/25/2023	07/26/2023	150.00	0.00	Paid	Y
64231	SWANS LAWN CARE	08/07/2023	08/09/2023	150.00	0.00	Paid	Y
64232	SWANS LAWN CARE	08/07/2023	08/09/2023	200.00	0.00	Paid	Y
Total for vendor 204129 - SWANS LAWN CARE:				700.00	0.00		
64144	TELE-RAD INC	07/11/2023	07/26/2023	250.00	0.00	Paid	Y

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
64079	THE ACCUMED GROUP	06/30/2023	07/19/2023	1,606.65	0.00	Paid	Y
64044	THE UPS STORE-5080	06/28/2023	07/13/2023	167.48	167.48	Open	Y
64048	THOMAS KUHN	07/10/2023	07/13/2023	35.00	0.00	Paid	Y
64033	THRYV	06/23/2023	07/13/2023	144.00	0.00	Paid	Y
64179	THRYV	07/23/2023	08/02/2023	144.00	0.00	Paid	Y
Total for vendor 204245 - THRYV:				288.00	0.00		
64023	TRIPLE C'S LAWN CARE	07/05/2023	07/12/2023	165.00	0.00	Paid	Y
64017	UNITED STATES DEPT. OF AGRICULTUR	06/30/2023	07/12/2023	25,049.91	0.00	Paid	Y
64158	UNUM LIFE INS CO OF AMERI	07/25/2023	07/26/2023	459.74	0.00	Paid	Y
64107	VAN BUREN CO TREASURER	07/17/2023	07/19/2023	53,555.84	0.00	Paid	Y
64190	VAN BUREN CO TREASURER	08/01/2023	08/02/2023	219,106.91	0.00	Paid	Y
Total for vendor 022010 - VAN BUREN CO TREASURER:				272,662.75	0.00		
64052	VAN BUREN CO. FINANCE DEPT.	06/30/2023	07/13/2023	45,513.55	0.00	Paid	Y
64028	VAN BUREN COUNTY CLERK	06/28/2023	07/13/2023	31.15	0.00	Paid	Y
64165	VBC- REGISTER OF DEEDS	07/25/2023	07/26/2023	30.00	0.00	Paid	Y
64069	VC3 INC	07/12/2023	07/13/2023	154.00	0.00	Paid	Y
64163	VICTOR TUCKER	07/25/2023	07/26/2023	150.00	0.00	Paid	Y
64230	WATERVLIT FRUIT EXCHANGE	08/03/2023	08/09/2023	273.90	0.00	Paid	Y
64039	WIGHTMAN & ASSOCIATES	06/27/2023	07/13/2023	675.00	0.00	Paid	Y
64245	WIGHTMAN & ASSOCIATES	07/26/2023	08/09/2023	5,707.76	0.00	Paid	Y
Total for vendor 033410 - WIGHTMAN & ASSOCIATES:				6,382.76	0.00		
64024	WOLVERINE ACE HARDWARE	06/30/2023	07/12/2023	17.94	0.00	Paid	Y
64216	WOLVERINE ACE HARDWARE	07/31/2023	08/09/2023	2.59	0.00	Paid	Y
Total for vendor 023005 - WOLVERINE ACE HARDWARE:				20.53	0.00		
64166	WOODHAMS FORD LINCOLN	07/19/2023	07/26/2023	610.19	0.00	Paid	Y
# of Invoices:	264	# Due:	14	Totals:	1,037,347.20	16,582.56	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				1,037,347.20	16,582.56		

--- TOTALS BY GL DISTRIBUTION ---

101.0-000.00-694.000	OTHER REVENUE	10,106.80
101.0-101.00-703.000	WAGES - CLERICAL	188.88
101.0-101.00-716.000	HEALTH INSURANCE	2,640.41
101.0-101.00-717.000	LIFE INSURANCE	299.70
101.0-101.00-717.100	DISABILITY	27.00
101.0-101.00-718.000	INSURANCE - GENERAL	55.00
101.0-101.00-719.000	PENSION	633.75
101.0-101.00-826.000	LEGAL	13,303.10
101.0-101.00-850.000	COMMUNICATIONS	179.62
101.0-101.00-900.000	PRINTING/PUBLISHING	1,588.90
101.0-101.00-934.000	OFFICE EQUIP/MAINT	667.96

INVOICE REGISTER REPORT FOR COVERT TOWNSHIP
 EXP CHECK RUN DATES 07/12/2023 - 08/16/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
	101.0-101.00-979.000	CAPITAL OUTLAY		1,973.40			
	101.0-171.00-717.000	LIFE INSURANCE		9.70			
	101.0-171.00-717.100	DISABILITY		19.28			
	101.0-171.00-719.000	PENSION		482.04			
	101.0-171.00-727.000	OFFICE SUPPLIES		34.12			
	101.0-171.00-850.000	COMMUNICATIONS		35.50			
	101.0-171.00-934.000	OFFICE EQUIPMENT		6.00			
	101.0-191.00-702.000	SALARIES/WAGES		219.69			
	101.0-191.00-727.000	OFFICE SUPPLIES		75.06			
	101.0-191.00-900.000	PRINTING/PUBLISHING		562.28			
	101.0-209.00-801.000	CONTRACTUAL SERVICES		5,333.33			
	101.0-209.00-825.000	NCG LITIGATION		45,513.55			
	101.0-215.00-702.000	SALARIES/WAGES		151.64			
	101.0-215.00-716.000	HEALTH INSURANCE		2,905.75			
	101.0-215.00-717.000	LIFE INSURANCE		86.30			
	101.0-215.00-717.100	DISABILITY		15.45			
	101.0-215.00-719.000	PENSION		386.24			
	101.0-215.00-727.000	OFFICE SUPPLIES		44.28			
	101.0-215.00-850.000	COMMUNICATIONS		44.57			
	101.0-215.00-860.000	MILEAGE		37.71			
	101.0-215.00-934.000	OFFICE EQUIPMENT		10.00			
	101.0-215.00-959.000	MEALS		67.23			
	101.0-253.00-717.000	LIFE INSURANCE		145.60			
	101.0-253.00-717.100	DISABILITY		15.45			
	101.0-253.00-719.000	PENSION		386.24			
	101.0-253.00-836.000	TAX PREPARATION		2,587.39			
	101.0-253.00-850.000	COMMUNICATIONS		17.75			
	101.0-253.00-934.000	OFFICE EQUIP/MAINTENANCE		8.00			
	101.0-265.00-740.000	OPERATING SUPPLIES/SERVICES		91.47			
	101.0-265.00-801.000	CONTRACTUAL SERVICES		17.85			
	101.0-265.00-850.000	COMMUNICATIONS		1,317.07			
	101.0-265.00-920.000	UTILITIES		1,268.40			
	101.0-265.00-920.100	UTILITIES/RENTAL		65.71			
	101.0-265.00-930.000	REPAIRS/MAINTENANCE		1,710.00			
	101.0-276.00-920.000	UTILITIES		91.70			
	101.0-390.00-826.000	LEGAL		11,799.60			
	101.0-390.00-955.000	BLIGHT REMOVAL		30.00			
	101.0-444.00-702.000	SALARIES/WAGES		195.64			
	101.0-444.00-716.000	HEALTH INSURANCE		2,746.94			
	101.0-444.00-717.000	LIFE INSURANCE		172.77			
	101.0-444.00-717.100	DISABILITY		31.56			
	101.0-444.00-719.000	PENSION		1,848.53			
	101.0-444.00-727.000	OFFICE SUPPLIES		298.50			
	101.0-444.00-740.000	OPERATING SUPPLIES		474.82			
	101.0-444.00-751.000	GASOLINE		2,481.25			
	101.0-444.00-768.000	UNIFORM SERVICE		323.46			
	101.0-444.00-850.000	COMMUNICATIONS		102.56			

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INVOICE REGISTER REPORT FOR COVERT TOWNSHIP
EXP CHECK RUN DATES 07/12/2023 - 08/16/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
	101.0-444.00-920.000	UTILITIES		687.33			
	101.0-444.00-929.000	STREET LIGHTS		1,360.47			
	101.0-444.00-931.000	EQUIPMENT MAINT/REPAIR		779.77			
	101.0-444.00-934.000	OFFICE EQUIP/MAINTENANCE		4.00			
	101.0-444.00-939.000	VEHICLE/TRUCK MAINT		687.16			
	101.0-526.00-801.000	CONTRACTED SERVICES		4,182.86			
	101.0-526.00-920.000	UTILITIES		6.87			
	101.0-692.00-826.000	LEGAL SERVICES		340.00			
	101.0-692.00-970.000	CAPITAL OUTLAY		5,707.76			
	101.0-738.00-740.000	OPRATING SUPPLIES		30.46			
	101.0-738.00-930.000	REPAIRS/MAINTENANCE		8.95			
	101.0-801.00-826.000	LEGAL SERVICES		1,200.00			
	101.0-801.00-900.000	PRINTING & PUBLISHING		474.42			
	101.0-910.00-718.000	GENERAL INSURANCE		316.20			
	207.0-000.00-227.000	DUE TO COURT		1,125.00			
	207.0-000.00-702.000	SALARIES/WAGES		610.92			
	207.0-000.00-716.000	HEALTH INSURANCE		8,885.52			
	207.0-000.00-717.000	LIFE INSURANCE		225.20			
	207.0-000.00-717.100	DISABILITY		162.00			
	207.0-000.00-718.000	GENERAL INSURANCE		1,422.90			
	207.0-000.00-727.000	OFFICE SUPPLIES		7.99			
	207.0-000.00-740.000	OPERATING SUPPLIES		297.68			
	207.0-000.00-751.000	GASOLINE & OIL		523.44			
	207.0-000.00-768.000	UNIFORMS		1,012.80			
	207.0-000.00-826.000	LEGAL SERVICES		7,605.31			
	207.0-000.00-850.000	COMMUNICATIONS		842.89			
	207.0-000.00-920.000	UTILITIES		898.36			
	207.0-000.00-930.000	BUILDING MAINTENANCE/REPAIRS		4,644.39			
	207.0-000.00-934.000	OFFICE EQUIP & MAINTENANCE		211.10			
	207.0-000.00-939.000	VEHICLE MAINTENANCE		664.08			
	207.0-000.00-958.000	MEMBERSHIP DUES		115.00			
	210.0-000.00-702.000	SALARIES/WAGES		180.34			
	210.0-000.00-716.000	HEALTH INSURANCE		2,590.75			
	210.0-000.00-717.000	LIFE INSURANCE		134.00			
	210.0-000.00-717.100	DISABILITY		189.00			
	210.0-000.00-718.000	GENERAL INSURANCE		1,422.90			
	210.0-000.00-727.000	OFFICE SUPPLIES		39.16			
	210.0-000.00-740.000	OPERATING SUPPLIES/BUILDING		262.31			
	210.0-000.00-740.200	OPERATING SUPPLIES - FIRE		8,878.52			
	210.0-000.00-751.000	GASOLINE & OIL		1,718.34			
	210.0-000.00-768.000	UNIFORMS		3,250.00			
	210.0-000.00-826.000	LEGAL		3,354.16			
	210.0-000.00-850.000	COMMUNICATIONS		674.53			
	210.0-000.00-920.000	UTILITIES		3,608.37			
	210.0-000.00-930.000	MAINTENANTE/BUILDING		10,955.56			
	210.0-000.00-934.000	OFFICE EQUIP/MAINTENANCE		138.22			
	210.0-651.00-740.100	OPERATING SUPPLIES - AMB		1,472.43			

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
	210.0-651.00-751.000	GASOLINE & OIL		1,201.36			
	210.0-651.00-801.000	CONTRACTUAL SERVICES		1,606.65			
	210.0-651.00-826.000	LEGAL SERVICES		958.65			
	249.0-000.00-826.000	LEGAL SERVICES		969.00			
	250.0-000.00-740.000	OPERATING SUPPLIES/BUILDING		155.40			
	250.0-000.00-900.000	PRINTING & PUBLISHING		167.48			
	270.0-000.00-727.000	OFFICE SUPPLIES		7.22			
	270.0-000.00-930.000	CLEANING		13.60			
	270.0-265.00-850.000	COMMUNICATIONS		24.86			
	270.0-265.00-920.000	UTILITIES		292.29			
	280.0-000.00-485.000	TWP PARK FEES		390.00			
	280.0-000.00-720.000	SALES TAX		2,297.00			
	280.0-000.00-740.000	OPERATING SUPPLIES		1,687.62			
	280.0-000.00-801.000	CONTRACTUAL SERVICES		9,233.24			
	280.0-000.00-802.000	PARK COMMISSION		18,340.21			
	280.0-000.00-826.000	LEGAL SERVICES		936.50			
	280.0-000.00-850.000	COMMUNICATIONS		275.33			
	280.0-000.00-920.000	UTILITIES		2,399.23			
	280.0-000.00-930.000	REPAIRS/MAINTENANCE		547.50			
	280.0-000.00-934.000	OFFICE EQUIP/MAINTENANCE		15.00			
	290.0-000.00-826.000	LEGAL SERVICES		1,904.00			
	290.0-000.00-943.500	CHORE		5,370.00			
	290.0-000.00-943.600	HOME REPAIR		1,475.22			
	290.0-000.00-970.000	CAPITAL OUTLAY		17,760.60			
	590.0-000.00-802.000	CONTRACTED SERVICES		4,866.22			
	590.0-000.00-920.000	UTILITIES		584.30			
	590.0-000.00-930.000	REPAIRS/MAINTENANCE		2,466.60			
	590.0-000.00-996.000	INTEREST EXPENSE		25,049.91			
	703.0-000.00-214.100	DUE TO GENERAL FUND		12,493.75			
	703.0-000.00-215.300	CITY OF SO HAVEN DELINQ WATER		466.47			
	703.0-000.00-222.000	DUE TO VAN BUREN CO TREASURER		272,662.75			
	703.0-000.00-225.300	DUE TO COVERT SCHOOLS		391,768.35			
	703.0-000.00-235.000	DUE TO LAKE MICH COLLEGE		56,579.73			
	750.0-000.00-234.000	DUE TO INSURANCE		1,383.88			
	750.0-000.00-235.000	DUE TO UNION DUES		1,155.36			

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
101.0	- GENERAL FUND			131,718.75	8,302.20		
207.0	- POLICE FUND			29,254.58	4,760.98		
210.0	- AMBULANCE FUND			42,635.25	2,925.40		
249.0	- BUILDING FUND			969.00	0.00		
250.0	- COVERT COMMUNITY GARDEN			322.88	167.48		
270.0	- MUSEUM			337.97	0.00		
280.0	- COVERT TWP PARK CAMPGROUN			36,121.63	426.50		
290.0	- SENIOR SERVICES FUND			26,509.82	0.00		
590.0	- WASTE WATER FUND			32,967.03	0.00		
703.0	- CURRENT TAX COLLECTION FU			733,971.05	0.00		
750.0	- PAYROLL			2,539.24	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
000.00	-			910,179.01	8,280.36		
101.00	- TWP BOARD			21,557.72	3,925.10		
171.00	- SUPERVISOR			586.64	0.00		
191.00	- ELECTIONS			857.03	0.00		
209.00	- ASSESSING			50,846.88	0.00		
215.00	- CLERK			3,749.17	26.23		
253.00	- TREASURER			3,160.43	0.00		
265.00	- TWP HALL			4,787.65	0.00		
276.00	- CEMETERY			91.70	0.00		
390.00	- ORD ENFORCE			11,829.60	4,149.60		
444.00	- STREETS/SIDEWALK			12,194.76	21.27		
526.00	- TRANSFER STATION			4,189.73	0.00		
651.00	- EMS DEPARTMENT			5,239.09	0.00		
692.00	- PARKS			6,047.76	0.00		
738.00	- LIBRARY			39.41	0.00		
801.00	- PLANNING			1,674.42	180.00		
910.00	- INSURANCE			316.20	0.00		

08/09/2023

CASH SUMMARY BY BANK FOR COVERT TOWNSHIP
FROM 07/01/2023 TO 07/31/2023

Bank Code		Beginning Balance	Total	Total	Ending
Fund	Description	07/01/2023	Debits	Credits	07/31/2023
CD620	CD 002-0611567620				
101.0	GENERAL FUND	250,000.00	0.00	0.00	250,000.00
	CD 002-0611567620	250,000.00	0.00	0.00	250,000.00
CDAR	CDARS				
101.0	GENERAL FUND	1,390,519.69	4,859.91	0.00	1,395,379.60
204.0	MUNICIPAL STREET FUND	1,094,697.81	4,840.92	0.00	1,099,538.73
207.0	POLICE FUND	2,574,427.53	9,481.73	0.00	2,583,909.26
210.0	AMBULANCE FUND	3,852,053.93	9,843.26	0.00	3,861,897.19
290.0	SENIOR SERVICES FUND	121,336.03	0.00	0.00	121,336.03
590.0	WASTE WATER FUND	47,652.76	0.00	0.00	47,652.76
591.0	WATER BOND FUND	323,878.41	0.00	0.00	323,878.41
592.0	DUNESWOOD	23,352.88	0.00	0.00	23,352.88
593.0	WATER REPLACEMENT	898,430.17	0.00	0.00	898,430.17
	CDARS	10,326,349.21	29,025.82	0.00	10,355,375.03

Bank Code		Balance	Total	Total	Balance
Fund	Description	07/01/2023	Debits	Credits	07/31/2023
PARK	COVERT TWP PARK				
280.0	COVERT TWP PARK CAMPGROUND	28,506.11	43,492.19	38,076.08	33,922.22
	COVERT TWP PARK	28,506.11	43,492.19	38,076.08	33,922.22
TAX	CURRENT TAX ACCOUNT				
703.0	CURRENT TAX COLLECTION FUND	6,086.03	734,435.11	128,491.11	612,030.03
	CURRENT TAX ACCOUNT	6,086.03	734,435.11	128,491.11	612,030.03
GEN	GEN FUND CHECKING				
101.0	GENERAL FUND	287,475.92	6,649.95	139,898.72	154,227.15
204.0	MUNICIPAL STREET FUND	314,589.14	0.00	0.00	314,589.14
207.0	POLICE FUND	187,479.52	2,918.82	69,208.37	121,189.97
208.0	DRUG ENFORCEMENT	9,259.68	0.00	0.00	9,259.68
210.0	AMBULANCE FUND	409,443.70	95,329.45	66,130.77	438,642.38
249.0	BUILDING FUND	32,009.71	5,092.00	969.00	36,132.71
250.0	COVERT COMMUNITY GARDEN	344.60	520.00	355.04	509.56
260.0	WATER	3,415.00	3,600.00	0.00	7,015.00
270.0	MUSEUM	7,309.84	400.00	831.80	6,878.04
280.0	COVERT TWP PARK CAMPGROUND	17,998.28	44,834.90	24,966.94	37,866.24
290.0	SENIOR SERVICES FUND	262,361.18	0.00	25,922.88	236,438.30

Bank Code		Balance	Total	Total	Balance
Fund	Description	07/01/2023	Debits	Credits	07/31/2023
	GEN FUND CHECKING	1,531,686.57	159,345.12	328,283.52	1,362,748.17
CDMUS	MUSEUM CDS				
270.0	MUSEUM	18,446.93	0.00	0.00	18,446.93
	MUSEUM CDS	18,446.93	0.00	0.00	18,446.93
PAY	PAYROLL ACCOUNT				
750.0	PAYROLL	14,598.72	117,172.94	126,818.93	4,952.73
	PAYROLL ACCOUNT	14,598.72	117,172.94	126,818.93	4,952.73
TRUST	TRUST AND AGENCY				
701.0	TRUST & AGENCY FUND	13,791.50	1.17	0.00	13,792.67
	TRUST AND AGENCY	13,791.50	1.17	0.00	13,792.67
WWR	WASTE WATER & RECEIVING				
590.0	WASTE WATER FUND	89,498.43	16,083.19	30,205.38	75,376.24
	WASTE WATER & RECEIVING	89,498.43	16,083.19	30,205.38	75,376.24
WATER	WATER FUND ACCOUNT				
591.0	WATER BOND FUND	181,794.07	0.00	0.00	181,794.07
592.0	DUNESWOOD	19,685.56	0.00	0.00	19,685.56
593.0	WATER REPLACEMENT	22,512.43	92.97	0.00	22,605.40

Bank Code		Balance	Total	Total	Balance
Fund	Description	07/01/2023	Debits	Credits	07/31/2023
	WATER FUND ACCOUNT	223,992.06	92.97	0.00	224,085.03
	TOTAL - ALL FUNDS	12,502,955.56	1,099,648.51	651,875.02	12,950,729.05

08/09/2023

REVENUE AND EXPENDITURE REPORT FOR COVERT TOWNSHIP
 PERIOD ENDING 07/31/2023
 % Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101.0 - GENERAL FUND						
Revenues						
101.0-000.00-403.000	CURRENT TAX	411,468.00	0.00	0.00	411,468.00	0.00
101.0-000.00-403.400	TAX INTEREST	6,000.00	0.00	0.00	6,000.00	0.00
101.0-000.00-407.000	DEL PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
101.0-000.00-447.000	TAX ADMIN FEES	216,059.00	1,268.28	1,268.28	214,790.72	0.59
101.0-000.00-451.000	BUSINESS LICENSES/PERMITS	0.00	0.00	0.00	0.00	0.00
101.0-000.00-478.000	GARAGE SALE PERMITS	43.00	27.00	27.00	16.00	62.79
101.0-000.00-479.000	PLANNING COMM APP FEES	630.00	175.00	175.00	455.00	27.78
101.0-000.00-480.000	LAND DIV ORD FEES	0.00	0.00	0.00	0.00	0.00
101.0-000.00-481.000	RENTAL REG FEES	4,250.00	25.00	25.00	4,225.00	0.59
101.0-000.00-483.000	ZONING COMPLIANCE FEES	0.00	120.00	120.00	(120.00)	100.00
101.0-000.00-484.000	LIQUOR LICENSES	0.00	0.00	0.00	0.00	0.00
101.0-000.00-570.000	GRANTS	250,938.00	0.00	0.00	250,938.00	0.00
101.0-000.00-574.000	CONSTIT STATE SHARED REV	252,000.00	0.00	0.00	252,000.00	0.00
101.0-000.00-629.000	TRANSFER STATION FEES	10,594.00	793.00	793.00	9,801.00	7.49
101.0-000.00-634.000	BURIAL FEES	0.00	0.00	0.00	0.00	0.00
101.0-000.00-643.000	LOT SALES	7,578.00	0.00	0.00	7,578.00	0.00
101.0-000.00-655.000	ORDINANCE FINES	34,000.00	0.00	0.00	34,000.00	0.00
101.0-000.00-664.000	INTEREST EARNED	7,936.00	1,071.99	1,071.99	6,864.01	13.51
101.0-000.00-664.300	INTEREST - INVESTMENT	18,726.00	4,859.91	4,859.91	13,866.09	25.95
101.0-000.00-668.000	RENTS	24,822.00	805.26	805.26	24,016.74	3.24
101.0-000.00-673.000	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
101.0-000.00-676.000	CONT OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
101.0-000.00-677.000	REIMBURSEMENTS	433.00	831.04	831.04	(398.04)	191.93
101.0-000.00-677.500	REIMBURSEMENT/BLIGHT	0.00	0.00	0.00	0.00	0.00
101.0-000.00-687.000	REFUNDS/REBATES	96.00	0.00	0.00	96.00	0.00
101.0-000.00-688.000	ARPA FUNDS	160,442.00	0.00	0.00	160,442.00	0.00
101.0-000.00-694.000	OTHER REVENUE	4,500.00	(10,063.42)	(10,063.42)	14,563.42	(223.63)
101.0-000.00-699.000	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
101.0-209.00-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
101.0-209.00-694.000	OTHER REVENUE ASSESSING	0.00	0.00	0.00	0.00	0.00
101.0-738.00-570.000	GRANTS	0.00	0.00	0.00	0.00	0.00
101.0-738.00-694.000	OTHER REVENUE LIBRARY	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,410,515.00	(86.94)	(86.94)	1,410,601.94	(0.01)

Expenditures

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	07/31/2023 NORMAL (ABNORMAL)	MONTH 07/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
000.00		0.00	0.00	0.00	0.00	0.00
101.00	TWP BOARD	188,050.00	16,832.23	16,832.23	171,217.77	8.95
171.00	SUPERVISOR	49,647.00	4,213.10	4,213.10	45,433.90	8.49
191.00	ELECTIONS	19,629.00	750.82	750.82	18,878.18	3.83
209.00	ASSESSING	118,042.00	5,333.33	5,333.33	112,708.67	4.52
215.00	CLERK	81,846.00	5,941.88	5,941.88	75,904.12	7.26
247.00	BOARD OF REVIEW	4,212.00	0.00	0.00	4,212.00	0.00
253.00	TREASURER	74,916.00	4,268.39	4,268.39	70,647.61	5.70
265.00	TWP HALL	67,135.00	2,900.21	2,900.21	64,234.79	4.32
276.00	CEMETERY	6,038.00	484.57	484.57	5,553.43	8.03
390.00	ORD ENFORCE	122,125.00	2,177.60	2,177.60	119,947.40	1.78
444.00	STREETS/SIDEWALK	479,211.00	19,356.29	19,356.29	459,854.71	4.04
445.00	DRAINS	3,809.00	0.00	0.00	3,809.00	0.00
526.00	TRANSFER STATION	97,556.00	1,371.39	1,371.39	96,184.61	1.41
692.00	PARKS	152,391.00	0.00	0.00	152,391.00	0.00
710.00	WATER	9,236.00	0.00	0.00	9,236.00	0.00
738.00	LIBRARY	3,763.00	65.50	65.50	3,697.50	1.74
801.00	PLANNING	51,492.00	654.42	654.42	50,837.58	1.27
804.00	MUSEUM	4,738.00	0.00	0.00	4,738.00	0.00
901.00	APPROPRIATIONS	71,000.00	0.00	0.00	71,000.00	0.00
910.00	INSURANCE	26,579.00	316.20	316.20	26,262.80	1.19
TOTAL EXPENDITURES		1,631,415.00	64,665.93	64,665.93	1,566,749.07	3.96
Fund 101.0 - GENERAL FUND:						
TOTAL REVENUES		1,410,515.00	(86.94)	(86.94)	1,410,601.94	0.01
TOTAL EXPENDITURES		1,631,415.00	64,665.93	64,665.93	1,566,749.07	3.96
NET OF REVENUES & EXPENDITURES		(220,900.00)	(64,752.87)	(64,752.87)	(156,147.13)	29.31
BEG. FUND BALANCE		1,586,484.09	1,586,484.09			
NET OF REVENUES/EXPENDITURES - 2022-23			(19,855.41)		(19,855.41)	
END FUND BALANCE		1,365,584.09	1,501,875.81			
Fund 204.0 - MUNICIPAL STREET FUND						
Revenues						
204.0-000.00-403.000	CURRENT TAX	253,993.00	0.00	0.00	253,993.00	0.00
204.0-000.00-407.000	DELINQ PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
204.0-000.00-664.300	INTEREST - INVESTMENT	14,596.00	4,840.92	4,840.92	9,755.08	33.17
204.0-000.00-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
204.0-000.00-694.000	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		268,589.00	4,840.92	4,840.92	263,748.08	1.80
Expenditures						
000.00		531,388.00	0.00	0.00	531,388.00	0.00

		2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		ORIGINAL	07/31/2023	MONTH 07/31/2023	BALANCE	% BDGT
GL NUMBER	DESCRIPTION	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
TOTAL EXPENDITURES		531,388.00	0.00	0.00	531,388.00	0.00
Fund 204.0 - MUNICIPAL STREET FUND:						
TOTAL REVENUES		268,589.00	4,840.92	4,840.92	263,748.08	1.80
TOTAL EXPENDITURES		531,388.00	0.00	0.00	531,388.00	0.00
NET OF REVENUES & EXPENDITURES		(262,799.00)	4,840.92	4,840.92	(267,639.92)	1.84
BEG. FUND BALANCE		1,187,480.99	1,187,480.99			
NET OF REVENUES/EXPENDITURES - 2022-23			221,805.96		221,805.96	
END FUND BALANCE		924,681.99	1,414,127.87			
Fund 207.0 - POLICE FUND						
Revenues						
207.0-000.00-403.000	CURRENT TAX	965,172.00	0.00	0.00	965,172.00	0.00
207.0-000.00-407.000	DELINQUENT TAX	0.00	0.00	0.00	0.00	0.00
207.0-000.00-570.000	GRANTS	0.00	0.00	0.00	0.00	0.00
207.0-000.00-655.000	ORDINANCE FINES	10,915.00	0.00	0.00	10,915.00	0.00
207.0-000.00-664.000	INTEREST	0.00	0.00	0.00	0.00	0.00
207.0-000.00-664.300	INTEREST INVESTMENT	34,518.00	9,481.73	9,481.73	25,036.27	27.47
207.0-000.00-673.000	SALE OF FIXED ASSETS	4,618.00	0.00	0.00	4,618.00	0.00
207.0-000.00-675.000	DONATIONS	0.00	0.00	0.00	0.00	0.00
207.0-000.00-677.000	REIMBURSEMENTS	(1,806.00)	0.00	0.00	(1,806.00)	0.00
207.0-000.00-687.000	REFUNDS	3,636.00	0.00	0.00	3,636.00	0.00
207.0-000.00-694.000	OTHER REVENUE	6,616.00	151.51	151.51	6,464.49	2.29
207.0-000.00-695.000	TRAINING GRANTS	1,680.00	0.00	0.00	1,680.00	0.00
207.0-000.00-699.000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,025,349.00	9,633.24	9,633.24	1,015,715.76	0.94
Expenditures						
000.00		1,167,767.00	63,253.10	63,253.10	1,104,513.90	5.42
TOTAL EXPENDITURES		1,167,767.00	63,253.10	63,253.10	1,104,513.90	5.42
Fund 207.0 - POLICE FUND:						
TOTAL REVENUES		1,025,349.00	9,633.24	9,633.24	1,015,715.76	0.94
TOTAL EXPENDITURES		1,167,767.00	63,253.10	63,253.10	1,104,513.90	5.42
NET OF REVENUES & EXPENDITURES		(142,418.00)	(53,619.86)	(53,619.86)	(88,798.14)	37.65
BEG. FUND BALANCE		2,636,318.95	2,636,318.95			
NET OF REVENUES/EXPENDITURES - 2022-23			108,003.44		108,003.44	
END FUND BALANCE		2,493,900.95	2,690,702.53			
Fund 210.0 - AMBULANCE FUND						
Revenues						

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	07/31/2023 NORMAL (ABNORMAL)	MONTH 07/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
210.0-000.00-403.000	CURRENT TAX	863,575.00	0.00	0.00	863,575.00	0.00
210.0-000.00-407.000	DELINQUENT PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
210.0-000.00-570.000	GRANTS	73,965.00	0.00	0.00	73,965.00	0.00
210.0-000.00-582.100	VOTED COUNTY AMB MONIES	309,694.00	0.00	0.00	309,694.00	0.00
210.0-000.00-664.000	INTEREST EARNED	0.00	0.00	0.00	0.00	0.00
210.0-000.00-664.300	INTEREST - INVESTMENT	44,114.00	9,843.26	9,843.26	34,270.74	22.31
210.0-000.00-664.500	PARK LOAN INTEREST	0.00	0.00	0.00	0.00	0.00
210.0-000.00-675.000	DONATIONS FOR FIRE	871.00	0.00	0.00	871.00	0.00
210.0-000.00-676.000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
210.0-000.00-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
210.0-000.00-677.100	TERRORISM GRANT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
210.0-000.00-678.000	AMBULANCE SERVICE FEES	197,810.00	93,382.14	93,382.14	104,427.86	47.21
210.0-000.00-687.000	REFUNDS	1,274.00	0.00	0.00	1,274.00	0.00
210.0-000.00-690.000	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00
210.0-000.00-692.000	TRAINING REVENUE	0.00	0.00	0.00	0.00	0.00
210.0-000.00-694.000	OTHER REVENUE	78.00	30.00	30.00	48.00	38.46
TOTAL REVENUES		1,491,381.00	103,255.40	103,255.40	1,388,125.60	6.92

Expenditures

000.00		1,618,953.00	66,034.01	66,034.01	1,552,918.99	4.08
651.00	EMS DEPARTMENT	1,054,683.00	3,040.87	3,040.87	1,051,642.13	0.29
TOTAL EXPENDITURES		2,673,636.00	69,074.88	69,074.88	2,604,561.12	2.58

Fund 210.0 - AMBULANCE FUND:

TOTAL REVENUES		1,491,381.00	103,255.40	103,255.40	1,388,125.60	6.92
TOTAL EXPENDITURES		2,673,636.00	69,074.88	69,074.88	2,604,561.12	2.58
NET OF REVENUES & EXPENDITURES		(1,182,255.00)	34,180.52	34,180.52	(1,216,435.52)	2.89
BEG. FUND BALANCE		3,880,805.40	3,880,805.40			
NET OF REVENUES/EXPENDITURES - 2022-23			537,273.70		537,273.70	
END FUND BALANCE		2,698,550.40	4,452,259.62			

Fund 249.0 - BUILDING FUND

Revenues

249.0-000.00-447.000	PERMIT ADMIN FEES	3,500.00	1,014.00	1,014.00	2,486.00	28.97
249.0-000.00-447.100	ZONING PERMIT ADMIN FEES	0.00	0.00	0.00	0.00	0.00
249.0-000.00-475.000	MECHANICAL PERMITS-CONTRACTUAL	6,720.00	984.00	984.00	5,736.00	14.64
249.0-000.00-476.000	ELECTRICAL PERMITS-CONTRACTUAL	8,053.00	914.00	914.00	7,139.00	11.35
249.0-000.00-477.000	BUILDING PERMITS-CONTRACTUAL	18,890.00	2,180.00	2,180.00	16,710.00	11.54
249.0-000.00-478.000	ZONING PERMITS-CONTRACTUAL	3,628.00	0.00	0.00	3,628.00	0.00
249.0-000.00-664.300	INTEREST EARNED INVESTMENT	0.00	0.00	0.00	0.00	0.00
249.0-000.00-687.000	REFUNDS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		40,791.00	5,092.00	5,092.00	35,699.00	12.48

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
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Expenditures						
000.00		3,850.00	0.00	0.00	3,850.00	0.00
360.00	MECH PERMIT	6,720.00	0.00	0.00	6,720.00	0.00
370.00	ELECTRICAL INSPECT	8,053.00	0.00	0.00	8,053.00	0.00
380.00	BLDG INSPECT	18,890.00	0.00	0.00	18,890.00	0.00
390.00	ORD ENFORCE	3,628.00	0.00	0.00	3,628.00	0.00
TOTAL EXPENDITURES		41,141.00	0.00	0.00	41,141.00	0.00
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Fund 249.0 - BUILDING FUND:						
TOTAL REVENUES		40,791.00	5,092.00	5,092.00	35,699.00	12.48
TOTAL EXPENDITURES		41,141.00	0.00	0.00	41,141.00	0.00
NET OF REVENUES & EXPENDITURES		(350.00)	5,092.00	5,092.00	(5,442.00)	1,454.86
BEG. FUND BALANCE		34,527.59	34,527.59			
NET OF REVENUES/EXPENDITURES - 2022-23			(3,675.40)		(3,675.40)	
END FUND BALANCE		34,177.59	35,944.19			
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Fund 250.0 - COVERT COMMUNITY GARDEN						
Revenues						
250.0-000.00-675.000	DONATIONS	0.00	520.00	520.00	(520.00)	100.00
250.0-000.00-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	520.00	520.00	(520.00)	100.00
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Expenditures						
000.00		0.00	355.04	355.04	(355.04)	100.00
TOTAL EXPENDITURES		0.00	355.04	355.04	(355.04)	100.00
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Fund 250.0 - COVERT COMMUNITY GARDEN:						
TOTAL REVENUES		0.00	520.00	520.00	(520.00)	100.00
TOTAL EXPENDITURES		0.00	355.04	355.04	(355.04)	100.00
NET OF REVENUES & EXPENDITURES		0.00	164.96	164.96	(164.96)	100.00
BEG. FUND BALANCE						
NET OF REVENUES/EXPENDITURES - 2022-23			177.12		177.12	
END FUND BALANCE			342.08			
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Fund 260.0 - WATER						
Revenues						
260.0-000.00-677.000	SUBSIDY FROM GF	19,068.00	0.00	0.00	19,068.00	0.00
260.0-000.00-694.000	WATER TAP FEES	24,840.00	3,600.00	3,600.00	21,240.00	14.49
TOTAL REVENUES		43,908.00	3,600.00	3,600.00	40,308.00	8.20

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Expenditures						
000.00		39,588.00	0.00	0.00	39,588.00	0.00
TOTAL EXPENDITURES		39,588.00	0.00	0.00	39,588.00	0.00
Fund 260.0 - WATER:						
TOTAL REVENUES		43,908.00	3,600.00	3,600.00	40,308.00	8.20
TOTAL EXPENDITURES		39,588.00	0.00	0.00	39,588.00	0.00
NET OF REVENUES & EXPENDITURES		4,320.00	3,600.00	3,600.00	720.00	83.33
BEG. FUND BALANCE						
NET OF REVENUES/EXPENDITURES - 2022-23			3,415.00		3,415.00	
END FUND BALANCE		4,320.00	7,015.00			
Fund 270.0 - MUSEUM						
Revenues						
270.0-000.00-664.000	INTEREST EARNED	0.00	0.00	0.00	0.00	0.00
270.0-000.00-664.300	INTEREST EARNED INVESTMENT	43.00	0.00	0.00	43.00	0.00
270.0-000.00-675.000	DONATIONS	852.00	150.00	150.00	702.00	17.61
270.0-000.00-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
270.0-000.00-694.000	OTHER REVENUE	12.00	0.00	0.00	12.00	0.00
270.0-265.00-677.000	REIMBURSEMENTS FROM GF	4,738.00	0.00	0.00	4,738.00	0.00
270.0-265.00-699.000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		5,645.00	150.00	150.00	5,495.00	2.66
Expenditures						
000.00		815.00	303.60	303.60	511.40	37.25
265.00	TWP HALL	4,738.00	300.45	300.45	4,437.55	6.34
TOTAL EXPENDITURES		5,553.00	604.05	604.05	4,948.95	10.88
Fund 270.0 - MUSEUM:						
TOTAL REVENUES		5,645.00	150.00	150.00	5,495.00	2.66
TOTAL EXPENDITURES		5,553.00	604.05	604.05	4,948.95	10.88
NET OF REVENUES & EXPENDITURES		92.00	(454.05)	(454.05)	546.05	493.53
BEG. FUND BALANCE		24,763.67	24,763.67			
NET OF REVENUES/EXPENDITURES - 2022-23			961.59		961.59	
END FUND BALANCE		24,855.67	25,271.21			
Fund 280.0 - COVERT TWP PARK CAMPGROUND						
Revenues						
280.0-000.00-447.000	ADMIN FEES	4,200.00	0.00	0.00	4,200.00	0.00

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	07/31/2023 NORMAL (ABNORMAL)	MONTH 07/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
280.0-000.00-485.000	TWP PARK FEES	231,000.00	52,932.20	52,932.20	178,067.80	22.91
280.0-000.00-490.000	DUMP STATION	0.00	0.00	0.00	0.00	0.00
280.0-000.00-570.000	GRANTS	775,000.00	0.00	0.00	775,000.00	0.00
280.0-000.00-664.000	INTEREST EARNED	34.00	4.65	4.65	29.35	13.68
280.0-000.00-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
280.0-000.00-688.000	ARPA FUNDS	142,300.00	0.00	0.00	142,300.00	0.00
280.0-000.00-694.000	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
280.0-000.00-699.300	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,152,534.00	52,936.85	52,936.85	1,099,597.15	4.59

Expenditures

000.00		1,082,403.00	26,774.34	26,774.34	1,055,628.66	2.47
TOTAL EXPENDITURES		1,082,403.00	26,774.34	26,774.34	1,055,628.66	2.47

Fund 280.0 - COVERT TWP PARK CAMPGROUND:

TOTAL REVENUES		1,152,534.00	52,936.85	52,936.85	1,099,597.15	4.59
TOTAL EXPENDITURES		1,082,403.00	26,774.34	26,774.34	1,055,628.66	2.47
NET OF REVENUES & EXPENDITURES		70,131.00	26,162.51	26,162.51	43,968.49	37.31
BEG. FUND BALANCE		(225,212.58)	(225,212.58)			
NET OF REVENUES/EXPENDITURES - 2022-23			42,460.85		42,460.85	
END FUND BALANCE		(155,081.58)	(156,589.22)			

Fund 290.0 - SENIOR SERVICES FUND

Revenues

290.0-000.00-403.000	CURRENT TAX	507,985.00	0.00	0.00	507,985.00	0.00
290.0-000.00-407.000	DELINQUENT TAX	0.00	0.00	0.00	0.00	0.00
290.0-000.00-664.000	INTEREST EARNED	0.00	0.00	0.00	0.00	0.00
290.0-000.00-664.300	INTEREST EARNED INVESTMENT	3,091.00	0.00	0.00	3,091.00	0.00
290.0-000.00-694.000	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
290.0-000.00-699.000	Transfer In	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		511,076.00	0.00	0.00	511,076.00	0.00

Expenditures

000.00		786,430.00	24,018.88	24,018.88	762,411.12	3.05
TOTAL EXPENDITURES		786,430.00	24,018.88	24,018.88	762,411.12	3.05

Fund 290.0 - SENIOR SERVICES FUND:

TOTAL REVENUES		511,076.00	0.00	0.00	511,076.00	0.00
TOTAL EXPENDITURES		786,430.00	24,018.88	24,018.88	762,411.12	3.05
NET OF REVENUES & EXPENDITURES		(275,354.00)	(24,018.88)	(24,018.88)	(251,335.12)	8.72
BEG. FUND BALANCE		396,161.01	396,161.01			

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
NET OF REVENUES/EXPENDITURES - 2022-23			(14,583.25)		(14,583.25)	
END FUND BALANCE		120,807.01	357,558.88			
TOTAL REVENUES - ALL FUNDS		5,949,788.00	179,941.47	179,941.47	5,769,846.53	3.02
TOTAL EXPENDITURES - ALL FUNDS		7,959,321.00	248,746.22	248,746.22	7,710,574.78	3.13
NET OF REVENUES & EXPENDITURES		(2,009,533.00)	(68,804.75)	(68,804.75)	(1,940,728.25)	3.42
BEG. FUND BALANCE - ALL FUNDS		9,521,329.12	9,521,329.12			
END FUND BALANCE - ALL FUNDS		7,511,796.12	10,328,507.97			

COVERT TOWNSHIP PUBLIC WORKS REPORT August 15, 2023

1. Ongoing projects
 - 1.1. Marking and clearing Miss Dig tickets – There were three tickets
 - Orchard
 - 378th
 - M-140 Hwy
 - 1.2. Seeking quotes to sand and paint light posts in Town Hall parking lot
2. New Business
 - 2.1. Seeking quote from Arndt Asphalt to crack seal and stripe parking at Police and Fire Complex and the Town Hall
 - 2.2. Seeking quotes to replace shower faucets at Covert Campground (see attachment)
3. Completed projects
 - 3.1. Garage door repair estimate attached for review
 - 3.2. Placed ticket with VB County to repair shoulder of the road at 30th
 - 3.3. Cross tube has been installed to repair 72nd Street
4. Special projects
 - 4.1. Met with VB County Drain Commissioner to assess sink hole behind the Post Office connected to county drain
5. General maintenance
 - 5.1. Maintaining all Township Properties
6. Assisting Citizens
 - 6.1. Working at Campground
7. Projects in Progress
 - 7.1. Replace light bulbs in the parking lot at the Town Hall with LED bulbs
 - 7.2. Getting prices to replace backdoor at the Town Hall
 - Received a quote from Compton which was forwarded to the Board
 - Board accepted and approved quote – door on order
 - 7.3. Irrigation system is scheduled for installation the week of July 10th for Public Safety Complex
 - 7.3.1. Update: work has begun and is in progress
8. Additional Information
 - 8.1. BH Awning installed side panels at Police and Fire Complex at front door area

COVERT TOWNSHIP

CLERK
NAOMI BARNES

P.O. BOX 35
COVERT, MICHIGAN 49043
(269) 764-8986 • Fax (269) 764- 1771

TREASURER
MARILYN RENDELL

TRUSTEE
JEAN HARTMANN

SUPERVISOR
DATWI COOK

TRUSTEE
LONZEY TAYLOR

FOIA Requests **Monthly Totals** July 2023

	<u>Police</u>	<u>Township</u>	<u>Total Requests</u>
January	2	0	2
February	2	1	3
March	7	0	7
April	11	1	12
May	12	1	13
June	4	1	5
July	6	0	6

Respectfully Submitted:
Debbie Hinman
FOAI Coordinator
August 2, 2023

COVERT TOWNSHIP

CLERK
NAOMI BARNES

P.O. BOX 35
COVERT, MICHIGAN 49043
(269) 764-8986 • Fax (269) 764- 1771

TREASURER
MARILYN RENDELL

TRUSTEE
JEAN HARTMANN

SUPERVISOR
DAYWI COOK

TRUSTEE
LONZEY TAYLOR

Senior Millage Expenses
2023-2024 Fiscal Year

	CHORE		HOME REPAIR	
	Amount Billed	Amount Remaining	Amount Billed	Amount Remaining
July	\$3,994.69	\$26,005.31	\$675.22	\$29,324.78

Respectfully Submitted:
Debbie Hinman
Chore & Home Repair Coordinator
August 2, 2023

Permit Number	Category	Permit Type	Property Address	Application Date	Permit Issuance Date	Permit Status	Total Fees Paid	Description of Work
EN23-0030-Covert	Miscellaneous	Building Without a Permit	35827 72nd Street, Covert, MI 49043	7/3/2023	7/3/2023	In Progress		Constructing something on property without zoning or building permits
23-COV-BWOP00007	Miscellaneous	Building Without a Permit	80100 Linden Hills Street, Covert, MI 49043	7/26/2023	7/26/2023	In Progress		Building without permit
23-COV-EC00004	Commercial Miscellaneous	Electrical - Commercial	33800 Michigan 140, Covert, MI 49043	7/12/2023	7/12/2023	In Progress	\$206.00	Application/Circuits/Lighting fixtures/Final
PE23-0018-Covert	Residential Miscellaneous	Electrical - Residential	44667 80th Street, Coloma, MI 49038	7/3/2023	7/3/2023	In Progress	\$160.00	Service only
23-COV-ER00018	Residential Miscellaneous	Electrical - Residential	70228 County Road 376, Covert, MI 49043	7/17/2023	7/17/2023	In Progress	\$330.00	Thru 200 Amp Service/Circuits/Light Fixtures/Heating Units/Rough/Final
23-COV-ER00019	Residential Miscellaneous	Electrical - Residential	71323 County Road 378, Covert, MI 49043	7/17/2023	7/17/2023	In Progress	\$201.00	Service Only - Through 200 Amp/Circuits/Lighting Fixtures/Final Indiana Mich Power #048916655
23-COV-ER00020	Residential Miscellaneous	Electrical - Residential	72355 24th Avenue, South Haven, MI 49090	7/19/2023	7/19/2023	Completed	\$190.00	Service
23-COV-ER00021	Residential Miscellaneous	Electrical - Residential	76423 38th Avenue, Covert, MI 49043	7/25/2023	7/26/2023	In Progress	\$185.00	?
23-COV-ER00022	Residential Miscellaneous	Electrical - Residential	45424 Blue Star Highway, Coloma, MI 49038	7/25/2023	7/28/2023	In Progress	\$180.00	Circuits
23-COV-ER00017	Residential Miscellaneous	Electrical - Residential	76916 County Road 376, Covert, MI 49043	7/6/2023	7/31/2023	In Progress	\$185.00	Service Electric
PM23-0022-Covert	Residential Miscellaneous	Mechanical - Residential	79390 Ravine Lane, Covert, MI 49043	7/3/2023	7/3/2023	In Progress	\$400.00	New heat system, gas burning equip, water heater, gas piping, heat pump, dryer bath exhaust, humid
EN23-0031-Covert	Other	Ordinance Violation/Property Maintenance	45240 82nd Street, Coloma, MI 49038	7/10/2023	7/10/2023	Completed	\$42.64	Blight crossing onto other properties.
EN23-0032-Covert	Other	Ordinance Violation/Property Maintenance	70101 34th Avenue, Covert, MI 49043	7/12/2023	7/12/2023	In Progress	\$127.92	Trailer vacant and in disrepair
EN23-0033-Covert	Other	Ordinance Violation/Property Maintenance	77200 30th Avenue, Covert, MI 49043	7/12/2023	7/12/2023	Completed	\$42.64	lots of semi's going in and out, looks like demolition stuff going on. Clearing the land - lots of sand and a pond. The aerial picture is helpful however not permissible.
EN23-0025-Covert	Other	Ordinance Violation/Property Maintenance	35827 72nd Street, Covert, MI 49043	7/12/2023	7/12/2023	In Progress	\$127.92	expired permits
23-COV-ORD00029	Other	Ordinance Violation/Property Maintenance	34421 Michigan 140, Covert, MI 49043	7/26/2023	7/26/2023	In Progress	\$63.96	Vehicles, Debris, Junk
23-COV-ORD00030	Other	Ordinance Violation/Property Maintenance	45391 82nd Street, Coloma, MI 49038	7/26/2023	7/26/2023	In Progress	\$63.96	Unregistered vehicles and blight in yard
23-COV-ORD00031	Other	Ordinance Violation/Property Maintenance	74883 24th Avenue, South Haven, MI 49090	7/26/2023	7/26/2023	In Progress	\$42.64	Vehicles
23-COV-ORD00032	Other	Ordinance Violation/Property Maintenance	29070 76th Street, Covert, MI 49043	7/26/2023	7/26/2023	In Progress	\$42.64	vehicles, vehicle parts, partially burned pile of debris
23-COV-ORD00033	Other	Ordinance Violation/Property Maintenance	33798 76th Street, Covert, MI 49043	7/26/2023	7/26/2023	In Progress	\$42.64	Vehicles and Blight

23-COV-ORD00035	Other	Ordinance Violation/Property Maintenance	35390 76th Street, Covert, MI 49043	7/27/2023	7/27/2023	In Progress	\$42.64	Vehicles, Debris, Pallets, Building Materials - Blight
23-COV-ORD00036	Other	Ordinance Violation/Property Maintenance	30878 77 1/2 Street, Covert, MI 49043	7/27/2023	7/27/2023	In Progress	\$42.64	Unregistered vehicles
23-COV-ORD00037	Other	Ordinance Violation/Property Maintenance	30803 77 1/2 Street, Covert, MI 49043	7/27/2023	7/27/2023	In Progress	\$42.64	Unregistered vehicles and Debris
23-COV-ORD00038	Other	Ordinance Violation/Property Maintenance	76882 30th Avenue, Covert, MI 49043	7/27/2023	7/27/2023	In Progress		Inoperable vehicles and junk
23-COV-ORD00039	Other	Ordinance Violation/Property Maintenance	44539 Blue Star Highway, Coloma, MI 49038	7/27/2023	7/27/2023	In Progress	\$42.64	Unregistered vehicles
23-COV-ORD00040	Other	Ordinance Violation/Property Maintenance	31029 Michigan 140, Covert, MI 49043	7/27/2023	7/27/2023	In Progress		Auto repair and vehicles
23-COV-ORD00041	Other	Ordinance Violation/Property Maintenance	38517 Michigan 140, Covert, MI 49043	7/27/2023	7/27/2023	In Progress	\$63.96	Fallen down barn and Debris
23-COV-ORD00042	Other	Ordinance Violation/Property Maintenance	76662 30th Avenue, Covert, MI 49043	7/27/2023	7/27/2023	In Progress		Junk Vehicles and Debris
23-COV-ORD00043	Other	Ordinance Violation/Property Maintenance	34781 76th Street, Covert, MI 49043	7/27/2023	7/27/2023	In Progress		Partially dismantled mobile home and Debris
23-COV-ORD00044	Other	Ordinance Violation/Property Maintenance	33851 Michigan 140, Covert, MI 49043	7/27/2023	7/27/2023	In Progress	\$63.96	Advertisement sign hanging on the southeast side of the building.
PB23-0034-Covert	Residential Alteration	Roof - Reshingle - Residential	82168 45th Avenue, Coloma, MI 49038	7/3/2023	7/3/2023	In Progress	\$200.00	Roof-Reshingle
23-COV-BR00038	Residential Alteration	Roof - Reshingle - Residential	45496 Blue Star Highway, Coloma, MI 49038	7/20/2023	7/24/2023	In Progress	\$225.00	Re-shingle roof
23-COV-Z00030	Miscellaneous	Zoning Permit	43855 Blue Star Highway, Coloma, MI 49038	7/27/2023	7/31/2023	Completed	\$100.00	New Deck 18'w X 10'l X 24"h

BOARD & COMMITTEE MINUTES

**JULY BOARD OF REVIEW MEETING
TUESDAY, JULY 18, 2023 AT 2:00PM
COVERT TOWNSHIP HALL, 73943 LAKE STREET
MEETING MINUTES**

The meeting was called to order by Dawn Alspaugh at 2:03pm.

Roll Call Attendance

Members Present: Dawn Alspaugh, Jesse Walter, Keith Gleiss, Christy Zwenger
(Alternate)

Members Absent: None

Also Present: Laureen Birdsall (Assessor), Daywi Cook (Secretary)

Approval of Agenda

Motion by D. Alspaugh, supported by J. Walter, to approve the agenda.

Yes: 3

No: 0

Approval of Minutes from March 18, 2023

Motion by D. Alspaugh, supported by J. Walter, to approve the March 18, 2023

Minutes of the Board of Review as presented.

Yes: 3

No: 0

Public Comment

None

Schedule of Corrections and Appeals

J1 – J. Walter, Disabled Veteran Exemption

Jesse Walter recused himself from deliberation. Exemption was approved by 2 of 2 remaining members.

J2 – Jon VanSloten, Qualified AG 2022

Unanimously approved.

J3 - Jon VanSloten, Qualified AG 2023

Unanimously approved.

Public Comment

None

Adjourn

Motion by D. Alspaugh, supported by J. Walter, to adjourn at 3:31pm.

Next Meeting: Tuesday, December 12, 2023 @ 2PM

Submitted by Daywi Cook, Secretary

2023 JULY BOARD OF REVIEW
Change Notice

Jul 18, 2023

WALTER JESSEE
JOB REBECCA
76396 38TH AVE
COVERT MI 49043

Re: July Board of Review Change Notice

80-07-021-015-00 76396 38TH AVE

Dear Property Owner:

On Jul 18, 2023 , the July Board of Review made the following correction to the assessed, capped and taxable values or to the Principal Residence Exemption for the above referenced parcel.

Original				Corrected			
<u>Year</u>	<u>Assessed</u>	<u>Capped</u>	<u>Taxable</u>	<u>Year</u>	<u>Assessed</u>	<u>Capped</u>	<u>Taxable</u>
2023	81,400 <	52,496 <	52,496 <	2023	0 <	0 <	0 <
Principal Residence Exemption: 100.0000				Principal Residence Exemption: 100.0000			
Reason: 12							

Adjustment Type: Other/Unauthorized

The action of the July Board of Review may be appealed to the Michigan Tax Tribunal within 35 days after the final decision, ruling or determination. To appeal to the Michigan Tax Tribunal, file a petition with the MTT that can be obtained from their website:

<http://www.michigan.gov/taxtrib>

If you have any questions regarding the above changes, please do not hesitate to contact us at (269) 764-5143

Sincerely

COVERT TOWNSHIP
Board of Review

2023 JULY BOARD OF REVIEW
Change Notice

Jul 18, 2023

VAN SLOTEN JON
3244 WILDWOOD DR
HAMILTON MI 49419

Re: July Board of Review Change Notice

80-07-021-008-02 77742 38TH AVE

Dear Property Owner:

On Jul 18, 2023 , the July Board of Review made the following correction to the assessed, capped and taxable values or to the Principal Residence Exemption for the above referenced parcel.

Original				Corrected			
<u>Year</u>	<u>Assessed</u>	<u>Capped</u>	<u>Taxable</u>	<u>Year</u>	<u>Assessed</u>	<u>Capped</u>	<u>Taxable</u>
2023	177,500	186,480	177,500	2023	177,500	186,480	177,500
Principal Residence Exemption: 0.0000			<	Principal Residence Exemption: 100.0000			<
Reason: 93							
<hr/>							
Adjustment Type: MCL 211.7ee - Qualified Ag denial error							
2022	177,600	151,519	177,600	2022	177,600	151,519	177,600
Principal Residence Exemption: 0.0000			<	Principal Residence Exemption: 100.0000			<
Reason: 93							
<hr/>							
Adjustment Type: MCL 211.7ee - Qualified Ag denial error							

The action of the July Board of Review may be appealed to the Michigan Tax Tribunal within 35 days after the final decision, ruling or determination. To appeal to the Michigan Tax Tribunal, file a petition with the MTT that can be obtained from their website:

<http://www.michigan.gov/taxtrib>

If you have any questions regarding the above changes, please do not hesitate to contact us at (269) 764-5143

Sincerely

COVERT TOWNSHIP
Board of Review

2023 Taxable Value Calculations Worksheet

Issued under authority of P.A. 206 of 1893. Filing is mandatory.

Parcel No. 80-07-021-015-00

Petition No. J1

This form must be completed by the Board of Review (B of R) and made part of the Board of Review Record whenever a change is made to an individual parcel of property which causes Taxable Value to change.

Complete Section 1 if the B of R changes Capped Value.


		By Assessor	By B of R
2023 Final Taxable Value as set by Assessor, Board of Review or Michigan Tax Tribunal (Enter number into column labeled "By Assessor.").....=		52,496	0
Amount of Losses=		0	52,496
(See page 11 and 12 of STC Bulletin #3 of 1995 for formulas)			
Amount of Additions=		0	0
(See pages 6-11 of STC Bulletin # 3 of 1995 for formulas. IMPORTANT: See STC Bulletin No. 3 of 1997 for change to formula for Replacement Construction).			
2023 Capped Value	= (2022 Taxable Value - Losses) X CPI + Additions		
	= (49,997 - 52,496) X 1.050 + 0		
	= -2,624 By B of R		
2023 Capped Value	= 0		

Complete Section 2 if the B of R changes Assessed Value.

		By Assessor	By B of R
2023 Assessed Value =		81,400	0
2023 Tentative SEV = 2023 Assessed Value X 2023 Tentative Equalization Factor			
	= 0 X 1.000		
	= 0 By B of R		
2023 Tentative SEV	= 0		

2023 Tentative Taxable Value is the lesser of the 2023 Capped Value or the 2023 Tentative SEV.

2023 Tentative Taxable Value = 0

Signature of Secretary, Board of Review 	Date 7/18/2023
--	-------------------

07/18/2023
03:04 PM

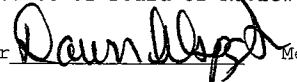
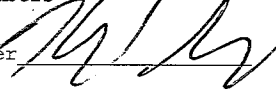

2023 July BOR Change Summary

Year Parcel Number								Corrected	Corrected		
Comments				Petition	Assessed	Taxable		Assessed	Taxable	Corrected	Corrected
Owner/Prop. Addr.				/Docket	Value	Value	PRE/MBT Transfer	Value	Value	PRE/MBT EX	Transfer
2023 80-07-021-015-00				J1	401	80040	81,400 52,496 100.000 0.000	0	0	100.000	0.000
WALTER JESSEE											
76396 38TH AVE COVERT, MI 49043											
2023 80-07-021-008-02				J2	101	80040	177,500 177,500 0.000 0.000	177,500	177,500	100.000	0.000
QUALIFIED AG IMPROVED											
2022 80-07-021-008-02				J3	101	80040	177,600 177,600 0.000 100.000	177,600	177,600	100.000	100.000
VAN SLOTEN JON											
77742 38TH AVE COVERT, MI											
								355,100	355,100		

*Winter PRE Change

THE BOARD OF REVIEW OF COVERT TOWNSHIP, VAN BUREN COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

Member  Member  Member  Member _____

Dated 7-18-23

Assessment Year: **2023**

07/18/2023 02:52 PM

July/December Board of Review Affidavit

Issued under authority of P.A. 206 of 1893. Filing is mandatory.

Petition/Docket #: J1

The authority for July/December board of review action is stated in the General Property Tax Act, MCL 211.53b. The July/December Board of Review can take action regarding qualified errors verified by the assessor (MCL 211.53b(1), (8)). The July/December Board of Review can also take action under MCL 211.53b regarding a poverty exemption for the current year under MCL 211.7u; a qualified agricultural property exemption under MCL 211.ee for the current year; which has been denied by the assessor; a qualified agricultural property exemption under MCL 211.ee that was not on the assessment roll for the current year and one prior year; or a qualified forest property exemption under MCL 211.7j(1) that was not on the assessment roll for the current year and one prior year. In addition, other statutes, such as MCP 211.7b related to the disabled veterans exemption, and MCL 211.7ss related to the eligible development property exemption, provide authority for the July/December Board of Review to take action.

Form 3128 (L-4035a) must be completed by the Board of Review and made a part of the Board of Review records whenever a change is made to an individual parcel of property which causes a change in Taxable Value.

PART A: IDENTIFICATION

Taxpayer Walter, Jesse				
Owner Street Address 76396 38th Ave		City Covert	State MI	ZIP Code 49043
Parcel Number 80-07-021-015-00		Property School District COVERT PUBLIC SCHOOLS	Property Classification 401	
Property Street Address 76396 38TH AVE		City COVERT	State MI	ZIP Code 49043

PART B: ADJUSTMENTS

Item or Taxing Authority	Note or Millage	Original	Adjusted	Difference
COVERT TOWNSHIP				
Assessed Value	JBOR	81,400	0	-81,400
Taxable Value	07/18/2023	52,496	0	-52,496
P.R.E.		100.00 %	100.00 %	0.00 %
Property Class		401		
School District		80040		
Classification		Ad Valorem		
TOTALS				

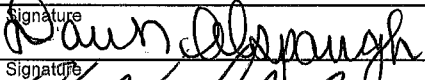
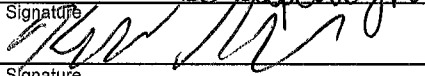
Reason for change (see instructions on page 2):

<input type="checkbox"/> Poverty Exemption	<input type="checkbox"/> Qualified Agricultural Exemption	<input checked="" type="checkbox"/> Disabled Veterans Exemption
<input type="checkbox"/> Qualified Forest Exemption	<input type="checkbox"/> Eligible Development Property Exemption	<input type="checkbox"/> Qualified Error _____

Explanation:

PART C: CERTIFICATION, BOARD OF REVIEW MEMBERS

We, the undersigned members of COVERT TOWNSHIP Board of Review, swear to affirm the above information is, to the best of our knowledge, true.

Signature 	Date 7-18-23
Signature 	Date 7-18-23
Signature	Date

Signature	Date
Signature	Date
Signature	Date

The Board of Review is required to file an affidavit within 30 days with the proper officials to have all affected official records corrected. If the qualified error results in an overpayment or underpayment, the rebate, including any interest paid, must be made to the taxpayer or the taxpayer must be notified and payment made within 30 days of the notice. (MCL 211.53b (1))

Distribute copies of this form to the property owner, the County Treasurer, the County Equalization Department, and the treasurers of all other affected taxing authorities. Retain a copy on file at the local unit.

Assessment Year: **2023**

07/18/2023 02:48 PM

July/December Board of Review Affidavit

Issued under authority of P.A. 206 of 1893. Filing is mandatory.

Petition/Docket #: J2

The authority for July/December board of review action is stated in the General Property Tax Act, MCL 211.53b. The July/December Board of Review can take action regarding qualified errors verified by the assessor (MCL 211.53b(1), (8)). The July/December Board of Review can also take action under MCL 211.53b regarding a poverty exemption for the current year under MCL 211.7u; a qualified agricultural property exemption under MCL 211.ee for the current year; which has been denied by the assessor; a qualified agricultural property exemption under MCL 211.ee that was not on the assessment roll for the current year and one prior year; or a qualified forest property exemption under MCL 211.7j(1) that was not on the assessment roll for the current year and one prior year. In addition, other statutes, such as MCP 211.7b related to the disabled veterans exemption, and MCL 211.7ss related to the eligible development property exemption, provide authority for the July/December Board of Review to take action.

Form 3128 (L-4035a) must be completed by the Board of Review and made a part of the Board of Review records whenever a change is made to an individual parcel of property which causes a change in Taxable Value.

PART A: IDENTIFICATION

Taxpayer Van Sloten, Jon				
Owner Street Address 3244 Wildwood Dr		City Hamilton	State MI	ZIP Code 49419
Parcel Number 80-07-021-008-02		Property School District COVERT PUBLIC SCHOOLS	Property Classification 101	
Property Street Address 77742 38TH AVE		City COVERT	State MI	ZIP Code

PART B: ADJUSTMENTS

Item or Taxing Authority	Note or Millage	Original	Adjusted	Difference
COVERT TOWNSHIP				
Assessed Value	JBOR	177,500	177,500	0
Taxable Value	07/18/2023	177,500	177,500	0
P.R.E.		0.00 %	100.00 %	100.00 %
Property Class		101		
School District		80040		
Classification		Ad Valorem		
TOTALS				

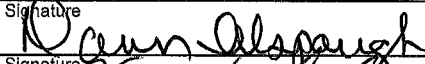
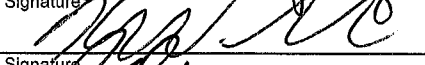

Reason for change (see instructions on page 2):

<input type="checkbox"/> Poverty Exemption	<input checked="" type="checkbox"/> Qualified Agricultural Exemption	<input type="checkbox"/> Disabled Veterans Exemption
<input type="checkbox"/> Qualified Forest Exemption	<input type="checkbox"/> Eligible Development Property Exemption	<input type="checkbox"/> Qualified Error _____

Explanation: **QUALIFIED AG IMPROVED**

PART C: CERTIFICATION, BOARD OF REVIEW MEMBERS

We, the undersigned members of **COVERT TOWNSHIP** Board of Review, swear to affirm the above information is, to the best of our knowledge, true.

Signature 	Date 7-18-23
Signature 	Date 7-18-23
Signature 	Date 7-18-23

Signature	Date
Signature	Date
Signature	Date

The Board of Review is required to file an affidavit within 30 days with the proper officials to have all affected official records corrected. If the qualified error results in an overpayment or underpayment, the rebate, including any interest paid, must be made to the taxpayer or the taxpayer must be notified and payment made within 30 days of the notice. (MCL 211.53b (1))

Distribute copies of this form to the property owner, the County Treasurer, the County Equalization Department, and the treasurers of all other affected taxing authorities. Retain a copy on file at the local unit.

Assessment Year: 2022

07/18/2023 02:50 PM

July/December Board of Review Affidavit

Issued under authority of P.A. 206 of 1893. Filing is mandatory.

Petition/Docket #: J3

The authority for July/December board of review action is stated in the General Property Tax Act, MCL 211.53b. The July/December Board of Review can take action regarding qualified errors verified by the assessor (MCL 211.53b(1), (8)). The July/December Board of Review can also take action under MCL 211.53b regarding a poverty exemption for the current year under MCL 211.7u; a qualified agricultural property exemption under MCL 211.6e for the current year; which has been denied by the assessor; a qualified agricultural property exemption under MCL 211.6e that was not on the assessment roll for the current year and one prior year; or a qualified forest property exemption under MCL 211.7j(1) that was not on the assessment roll for the current year and one prior year. In addition, other statutes, such as MCP 211.7b related to the disabled veterans exemption, and MCL 211.7ss related to the eligible development property exemption, provide authority for the July/December Board of Review to take action.

Form 3128 (L-4035a) must be completed by the Board of Review and made a part of the Board of Review records whenever a change is made to an individual parcel of property which causes a change in Taxable Value.

PART A: IDENTIFICATION

Taxpayer Van Sloten, Jon				
Owner Street Address 3244 Wildwood Dr		City Hamilton	State MI	ZIP Code 49419
Parcel Number 80-07-021-008-02		Property School District COVERT PUBLIC SCHOOLS	Property Classification 101	
Property Street Address 77742 38TH AVE		City COVERT	State MI	ZIP Code

PART B: ADJUSTMENTS

Item or Taxing Authority	Note or Millage	Original	Adjusted	Difference
COVERT TOWNSHIP				
Assessed Value	JBOR	177,600	177,600	0
Taxable Value	07/18/2023	177,600	177,600	0
P.R.E.		0.00 %	100.00 %	100.00 %
Property Class		101		
School District		80040		
Classification		Ad Valorem		
TOTALS				

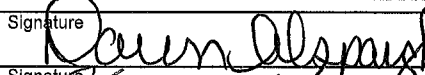
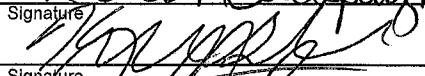

Reason for change (see instructions on page 2):

<input type="checkbox"/> Poverty Exemption	<input checked="" type="checkbox"/> Qualified Agricultural Exemption	<input type="checkbox"/> Disabled Veterans Exemption
<input type="checkbox"/> Qualified Forest Exemption	<input type="checkbox"/> Eligible Development Property Exemption	<input type="checkbox"/> Qualified Error _____

Explanation:

PART C: CERTIFICATION, BOARD OF REVIEW MEMBERS

We, the undersigned members of COVERT TOWNSHIP Board of Review, swear of affirm the above information is, to the best of our knowledge, true.

Signature 	Date 7-18-23
Signature 	Date 7-18-23
Signature 	Date 7-18-23

Signature	Date
Signature	Date
Signature	Date

The Board of Review is required to file an affidavit within 30 days with the proper officials to have all affected official records corrected. If the qualified error results in an overpayment or underpayment, the rebate, including any interest paid, must be made to the taxpayer or the taxpayer must be notified and payment made within 30 days of the notice. (MCL 211.53b (1))

Distribute copies of this form to the property owner, the County Treasurer, the County Equalization Department, and the treasurers of all other affected taxing authorities. Retain a copy on file at the local unit.

Petition to Board of Review

L-4035

This form is issued under the authority of P.A. 206 of 1893, as amended. Filing is voluntary, however you may not appeal to the Michigan Tax Tribunal or the State Tax Commission unless you first protest to the Board of Review

TO BE COMPLETED BY OWNER OR OWNER'S AGENT

Owner's Name (Please Print or Type) WALTER JESSEE	Petitioner's Name (If Other than Owner, Please Print or Type)
Township or City COVERT TOWNSHIP	County VAN BUREN

The undersigned protests the assessed value and/or the tentative taxable value and/or the property classification and/or the qualified agricultural property exemption of the following described property:

Property Identified (Parcel code required. Property address & legal description optional):	
80-07-021-015-00	340 21-2-17 744-728 1359-362 1387-297 * S 30 1/2 A SE 1/4 NE 1/4 EX COM AT E 1/4 PT SEC 21 N 18 R W 10 R 10 LK S 18 R E 10 R 10 LK TO BEG. 29.25 A.
76396 38TH AVE	

Protested Item ☐ Assessed Value ☐ Tentative Taxable Value ☐ Classification ☐ Qualified Agricultural Property Exemption

1. PROTEST OF ASSESSMENT

(Complete this section for a protest of assessed value and/or tentative taxable value)

Assessed Amount 81,400	Owner's Estimated True Cash Value	Tentative Taxable Value 52,496	Year 2023
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2. PROTEST OF CLASSIFICATION

(Complete this section for a request to change the classification. The Board of Review must make their decision regarding classification in accordance with section 211.34c of the Michigan Compiled Laws. The Board of Review shall not be influenced by the effect that a particular classification has on that property's status as a homeowner's principal residence or qualified agricultural property.)

Classification of property on this year's assessment roll: 401			
Classification should be: (Please check one of the following)			
<input type="checkbox"/> Agricultural	<input type="checkbox"/> Industrial	<input type="checkbox"/> Timber Cutover	<input type="checkbox"/> Utility (Personal Property Only)
<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	<input type="checkbox"/> Developmental	

3. PROTEST OF EXEMPTION FOR QUALIFIED AGRICULTURAL PROPERTY


(If the assessor has denied or changed the percentage of the exemption from the 18 mills of local school operating tax for qualified agricultural property, the owner may appeal this action to the March Board of Review. THE BOARD OF REVIEW HAS NO AUTHORITY TO CONSIDER OR ACT UPON THE EXEMPTION FROM THE 18 SCHOOL OPERATING MILLS FOR HOMEOWNER'S PRINCIPAL RESIDENCE PROPERTIES.)

Percent qualified agricultural exemption granted by assessor: (Enter 0 if exemption is denied)	Percent qualified agricultural exemption requested by Owner: (Enter 100 if full exemption requested)
--	--

4. REASON FOR PROTEST

State reason(s) for protest of assessed value and/or the tentative taxable value and/or classification and/or qualified agricultural property exemption. Disabled Veteran exemption

CERTIFICATION

Signature 	Date 07/17/2023
Address 76396 38th AVE COVERT MI 49043	Phone Number 719 321 6751

FOR BOARD OF REVIEW USE ONLY

INSTRUCTIONS: Incorporate a copy of this form and the assigned number in the Board of Review minutes.

Petition Number	Parcel Code 80-07-021-015-00
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1. ASSESSED VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Assessed Value Changed From: 81,400 To: - 0 -
Record of Vote - Board or three member committee of board	
Chairperson: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>DMA</u> Initials	Member: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>KI</u> Initials
Reason for Board Action: Sufficient Information	
<small>If you disagree with the decision of the Board of Review regarding tentative assessed value, you may appeal that decision by filing a petition with the Michigan Tax Tribunal at P.O.Box 30232, Lansing, Mi. 48909. Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property may be appealed by May 31. Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property may be appealed by July 31. The petition must be filed on a Michigan Tax Tribunal for or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.</small>	

2. TENTATIVE TAXABLE VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Tentative Taxable Value Changed From: 52,496 To: - 0 -
Record of Vote - Board or three member committee of board.	
Chairperson: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>DMA</u> Initials	Member: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>KI</u> Initials
Reason for Board Action: sufficient information	
<small>If you disagree with the decision of the Board of Review regarding tentative assessed value, you may appeal that decision by filing a petition with the Michigan Tax Tribunal at P.O.Box 30232, Lansing, Mi. 48909. Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property may be appealed by May 31. Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property may be appealed by July 31. The petition must be filed on a Michigan Tax Tribunal for or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.</small>	

3. CLASSIFICATION

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input type="checkbox"/> Classification Changed From: 401 To: _____
Record of Vote - Board or three member committee of board.	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials
Reason for Board Action:	
<small>If you disagree with the decision of the Board of Review regarding classification, appeal is made by sending Form 2167 to the State Tax Commission, P.O. Box 30471, Lansing, Mi. 48909 by June 30.</small>	

4. QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Exemption Request Denied	<input type="checkbox"/> Exemption percent modified from _____ % To: _____ %
Record of Vote - Board or three member committee of board.	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials
Reason for Board Action:	
<small>If you disagree with the decision of the Board of Review regarding tentative taxable value, you must appeal that decision by filing a petition with the Michigan Tax Tribunal, P.O. Box 30232, Lansing, Mi. 48909 by July 31. The petition must be filed on a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.</small>	

5. Adjournment

Date of Final adjournment of Board of Review	
Board of Review Secretary Signature	Date

P-2
L-4035

Petition to Board of Review

This form is issued under the authority of P.A. 206 of 1893, as amended. Filing is voluntary, however you may not appeal to the Michigan Tax Tribunal or the State Tax Commission unless you first protest to the Board of Review

TO BE COMPLETED BY OWNER OR OWNER'S AGENT

Owner's Name (Please Print or Type) VAN SLOTEN JON	Petitioner's Name (If Other than Owner. Please Print or Type)
Township or City COVERT TOWNSHIP	County VAN BUREN

The undersigned protests the assessed value and/or the tentative taxable value and/or the property classification and/or the qualified agricultural property exemption of the following described property:

Property Identified (Parcel code required. Property address & legal description optional): 80-07-021-008-02 77742 38TH AVE	Default Legal Description
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Protested Item ☐ Assessed Value ☐ Tentative Taxable Value ☐ Classification ☒ Qualified Agricultural Property Exemption

1. PROTEST OF ASSESSMENT

(Complete this section for a protest of assessed value and/or tentative taxable value)

Assessed Amount 177,500	Owner's Estimated True Cash Value	Tentative Taxable Value 177,500	Year 2023
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2. PROTEST OF CLASSIFICATION

(Complete this section for a request to change the classification. The Board of Review must make their decision regarding classification in accordance with section 211.34c of the Michigan Compiled Laws. The Board of Review shall not be influenced by the effect that a particular classification has on that property's status as a homeowner's principal residence or qualified agricultural property.)

Classification of property on this year's assessment roll: 101			
Classification should be: (Please check one of the following)			
<input type="checkbox"/> Agricultural	<input type="checkbox"/> Industrial	<input type="checkbox"/> Timber Cutover	<input type="checkbox"/> Utility (Personal Property Only)
<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	<input type="checkbox"/> Developmental	

3. PROTEST OF EXEMPTION FOR QUALIFIED AGRICULTURAL PROPERTY

(If the assessor has denied or changed the percentage of the exemption from the 18 mills of local school operating tax for qualified agricultural property, the owner may appeal this action to the March Board of Review. THE BOARD OF REVIEW HAS NO AUTHORITY TO CONSIDER OR ACT UPON THE EXEMPTION FROM THE 18 SCHOOL OPERATING MILLS FOR HOMEOWNER'S PRINCIPAL RESIDENCE PROPERTIES.)

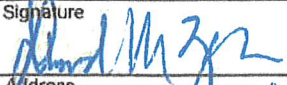
Percent qualified agricultural exemption granted by assessor: (Enter 0 if exemption is denied)	Percent qualified agricultural exemption requested by Owner: (Enter 100 if full exemption requested)
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4. REASON FOR PROTEST

State reason(s) for protest of assessed value and/or the tentative taxable value and/or classification and/or qualified agricultural property exemption.

The Property is used for farmland and is vacant, therefore, it should be qualified as Vacant Agricultural with the Farmland Exemption.

CERTIFICATION

Signature 	Date 07/17/2023
Address 341 Seltzer Rd, Hillman Mich	Phone Number 616-8954245

FOR BOARD OF REVIEW USE ONLY

INSTRUCTIONS: Incorporate a copy of this form and the assigned number in the Board of Review minutes.

Petition Number	Parcel Code 80-07-021-008-02
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1. ASSESSED VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input type="checkbox"/> Assessed Value Changed From: <u>177,500</u> To: <u> </u>
Record of Vote - Board or three member committee of board	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials
Member: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials	
Reason for Board Action:	
If you disagree with the decision of the Board of Review regarding tentative assessed value, you may appeal that decision by filing a petition with the Michigan Tax Tribunal at P.O. Box 30232, Lansing, MI 48909. Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property may be appealed by May 31. Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property may be appealed by July 31. The petition must be filed on a Michigan Tax Tribunal for or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib .	

2. TENTATIVE TAXABLE VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input type="checkbox"/> Tentative Taxable Value Changed From: <u>177,500</u> To: <u> </u>
Record of Vote - Board or three member committee of board.	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials
Member: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials	
Reason for Board Action:	
If you disagree with the decision of the Board of Review regarding tentative assessed value, you may appeal that decision by filing a petition with the Michigan Tax Tribunal at P.O. Box 30232, Lansing, MI 48909. Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property may be appealed by May 31. Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property may be appealed by July 31. The petition must be filed on a Michigan Tax Tribunal for or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib .	

3. CLASSIFICATION

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input type="checkbox"/> Classification Changed From: <u>101</u> To: <u> </u>
Record of Vote - Board or three member committee of board.	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials
Member: <input type="checkbox"/> YES <input type="checkbox"/> NO <u> </u> Initials	
Reason for Board Action:	
If you disagree with the decision of the Board of Review regarding classification, appeal is made by sending Form 216Z to the State Tax Commission, P.O. Box 30471, Lansing, MI 48909 by June 30.	

4. QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Exemption Request Denied	<input checked="" type="checkbox"/> Exemption percent modified from <u>0</u> % To: <u>100</u> %
Record of Vote - Board or three member committee of board.	
Chairperson: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>DMA</u> Initials	Member: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>KC</u> Initials
Member: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>JW</u> Initials	
Reason for Board Action:	
If you disagree with the decision of the Board of Review regarding tentative taxable value, you must appeal that decision by filing a petition with the Michigan Tax Tribunal, P.O. Box 30232, Lansing, MI 48909 by July 31. The petition must be filed on a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib .	

5. Adjournment

Date of Final adjournment of Board of Review	
Board of Review Secretary Signature	Date

P-23

Petition to Board of Review

L-4035

This form is issued under the authority of P.A. 206 of 1893, as amended. Filing is voluntary, however you may not appeal to the Michigan Tax Tribunal or the State Tax Commission unless you first protest to the Board of Review

TO BE COMPLETED BY OWNER OR OWNER'S AGENT

Owner's Name (Please Print or Type) VAN SLOTEN JON	Petitioner's Name (If Other than Owner. Please Print or Type)
Township or City COVERT TOWNSHIP	County VAN BUREN

The undersigned protests the assessed value and/or the tentative taxable value and/or the property classification and/or the qualified agricultural property exemption of the following described property:

Property Identified (Parcel code required. Property address & legal description optional): 80-07-021-008-02 77826 38TH AVE	Default Legal Description
---	---------------------------

Protested Item ☐ Assessed Value ☐ Tentative Taxable Value ☐ Classification ☒ Qualified Agricultural Property Exemption

1. PROTEST OF ASSESSMENT

(Complete this section for a protest of assessed value and/or tentative taxable value)

Assessed Amount 177,600	Owner's Estimated True Cash Value	Tentative Taxable Value 177,600	Year 2022
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2. PROTEST OF CLASSIFICATION

(Complete this section for a request to change the classification. The Board of Review must make their decision regarding classification in accordance with section 211.34c of the Michigan Compiled Laws. The Board of Review shall not be influenced by the effect that a particular classification has on that property's status as a homeowner's principal residence or qualified agricultural property.)

Classification of property on this year's assessment roll: 101			
Classification should be: (Please check one of the following)			
<input type="checkbox"/> Agricultural	<input type="checkbox"/> Industrial	<input type="checkbox"/> Timber Cutover	<input type="checkbox"/> Utility (Personal Property Only)
<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	<input type="checkbox"/> Developmental	

3. PROTEST OF EXEMPTION FOR QUALIFIED AGRICULTURAL PROPERTY

(If the assessor has denied or changed the percentage of the exemption from the 18 mills of local school operating tax for qualified agricultural property, the owner may appeal this action to the March Board of Review. THE BOARD OF REVIEW HAS NO AUTHORITY TO CONSIDER OR ACT UPON THE EXEMPTION FROM THE 18 SCHOOL OPERATING MILLS FOR HOMEOWNER'S PRINCIPAL RESIDENCE PROPERTIES.)


Percent qualified agricultural exemption granted by assessor: (Enter 0 if exemption is denied)	Percent qualified agricultural exemption requested by Owner: (Enter 100 if full exemption requested)
--	--

4. REASON FOR PROTEST

State reason(s) for protest of assessed value and/or the tentative taxable value and/or classification and/or qualified agricultural property exemption.

The Property is used for farmland and is vacant, therefore, it should be qualified as Vacant Agricultural with the Farmland Exemption.

CERTIFICATION

Signature 	Date 07/17/2023
Address 321 Sloten Rd Holland Mi	Phone Number 616-395-4246

FOR BOARD OF REVIEW USE ONLY

INSTRUCTIONS: Incorporate a copy of this form and the assigned number in the Board of Review minutes.

Petition Number	Parcel Code 80-07-021-008-02
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1. ASSESSED VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input type="checkbox"/> Assessed Value Changed From: 177,600 To: _____
Record of Vote - Board or three member committee of board	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials
Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	
Reason for Board Action:	
<small>If you disagree with the decision of the Board of Review regarding tentative assessed value, you may appeal that decision by filing a petition with the Michigan Tax Tribunal at P.O. Box 30232, Lansing, MI, 48909. Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property may be appealed by May 31. Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property may be appealed by July 31. The petition must be filed on a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.</small>	

2. TENTATIVE TAXABLE VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input type="checkbox"/> Tentative Taxable Value Changed From: 177,600 To: _____
Record of Vote - Board or three member committee of board	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials
Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	
Reason for Board Action:	
<small>If you disagree with the decision of the Board of Review regarding tentative assessed value, you may appeal that decision by filing a petition with the Michigan Tax Tribunal at P.O. Box 30232, Lansing, MI, 48909. Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property may be appealed by May 31. Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property may be appealed by July 31. The petition must be filed on a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.</small>	

3. CLASSIFICATION

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Denied	<input type="checkbox"/> Classification Changed From: 101 To: _____
Record of Vote - Board or three member committee of board	
Chairperson: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials
Member: <input type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	
Reason for Board Action:	
<small>If you disagree with the decision of the Board of Review regarding classification, appeal is made by sending Form 2167 to the State Tax Commission, P.O. Box 30471, Lansing, MI, 48909 by June 30.</small>	

4. QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Disposition by Board of Review. The Board of Review must state the reason for its action below.	
<input type="checkbox"/> Exemption Request Denied	<input checked="" type="checkbox"/> Exemption percent modified from _____ 0 % To: 100 %
Record of Vote - Board or three member committee of board	
Chairperson: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	Member: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials
Member: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO _____ Initials	
Reason for Board Action:	
<small>If you disagree with the decision of the Board of Review regarding tentative taxable value, you must appeal that decision by filing a petition with the Michigan Tax Tribunal, P.O. Box 30232, Lansing, MI, 48909 by July 31. The petition must be filed on a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.</small>	

5. Adjournment

Date of Final adjournment of Board of Review	
Board of Review Secretary Signature	Date

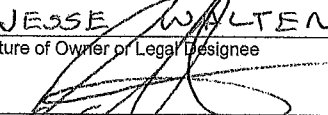
BOARD OF REVIEW --- JULY 18, 2023 - 2:00 P.M.

BOARD OF REVIEW --- JULY 18, 2023 - 2:00 P.M.															
PET #	YEAR	N	PARCEL NO.	NAME	ADDRESS	CLASS	QA FROM	QA TO	PRE	AV FROM	AV TO	TV FROM	TV TO	SCHOOL	COMMENTS:
J-1	2023		80-07-021-015-00	Walter, Jesse	76396 38th Ave	401	N/A	N/A		\$81,400	100	\$52,496	100	80040	Disabled Veteran
J-2	2023		80-07-021-008-02	VanSlooten, Jon	38th Ave	101	0%	100%		\$177,500	\$177,500	\$177,500	\$177,500	80040	Qualified Agricultural
J-3	2022		80-07-021-008-02	VanSlooten, Jon	38th Ave	101	0%	100%		\$177,600	\$177,600	\$177,600	\$177,600	80040	Qualified Agricultural

State Tax Commission Affidavit for Disabled Veterans Exemption

Issued under authority of Public Act 161 of 2013, MCL 211.7b. Filing is mandatory.

Instructions: This form is to be used to apply for an exemption of property taxes under MCL 211.7b, for real property used and owned as a homestead by a disabled veteran who was discharged from the armed forces of the United States under honorable conditions or his or her unmarried surviving spouse. The property owner, or his or her legal designee, must annually file the Affidavit with the supervisor or assessing officer any time after December 31 and before, or until the conclusion of, the December Board of Review.

OWNER INFORMATION (Enter information for the disabled veteran or unmarried surviving spouse)		
Owner's Name JESSE WALTER		Owner's Telephone Number 719 321 6751
Owner's Mailing Address 76396 38th AVE		
City Covert	State MI	ZIP Code 49043
LEGAL DESIGNEE INFORMATION (Complete if applicable)		
Legal Designee Name		Daytime Telephone Number
Mailing Address		
City	State	ZIP Code
HOMESTEAD PROPERTY INFORMATION (Enter information for the property in which the exemption is being claimed)		
City, Township or Village (Check the appropriate box and provide the name) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village		
County	Name of the Local School District	
Parcel Identification Number 80-07-021-015-00	Date the Property was Acquired (MM/DD/YYYY)	
Homestead Property Address		
City	State	ZIP Code
ACKNOWLEDGEMENT (Check all boxes that apply)		
<input checked="" type="checkbox"/> I am a disabled veteran, or the legal designee of the disabled veteran, who was discharged under honorable conditions from the armed forces of the United States of America with a service connected disability.		
<input type="checkbox"/> I am the unmarried surviving spouse, or the legal designee of the unmarried surviving spouse, of a disabled veteran who was discharged under honorable conditions from the armed forces of the United States of America with a service connected disability.		
<input checked="" type="checkbox"/> I am a Michigan resident.		
<input checked="" type="checkbox"/> I own the property in which the exemption is being claimed and it is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home.		
AFFIRMATION OF ELIGIBILITY (Check the appropriate box and provide a copy of the required documentation)		
<input type="checkbox"/> The disabled veteran has been determined by the United States Department of Veterans Affairs to be permanently and totally disabled as a result of military service and entitled to veterans' benefits at the 100% rate (must attach a copy of the letter from the U.S. Department of Veterans Affairs).		
<input type="checkbox"/> The disabled veteran is receiving or has received pecuniary assistance due to disability for specially adapted housing (must attach a copy of the certificate from the U.S. Department of Veterans Affairs).		
<input type="checkbox"/> The veteran has been rated by the United States Department of Veterans Affairs as individually unemployable (must attach a copy of the letter from the U.S. Department of Veterans Affairs).		
CERTIFICATION		
I hereby certify to the best of my knowledge that the information provided in this Affidavit is true and I am eligible to receive the disabled veteran's exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7b.		
Printed Name of Owner or Legal Designee JESSE WALTER		Title of Signatory
Signature of Owner or Legal Designee 		Date 13 JUN 23

DESIGNEE MUST ATTACH LETTER OF AUTHORITY



DEPARTMENT OF VETERANS AFFAIRS

June 10, 2023

Jesse Issac Walter
76396 38th Ave
Covert, MI 49043

In Reply Refer to:
xxx-xx-3691
27/eBenefits

Dear Mr. Walter:

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as state or local property or vehicle tax relief, civil service preference, to obtain housing entitlements, free or reduced state park annual memberships, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter is considered an official record of your VA entitlement.

Our records contain the following information:

Personal Claim Information

Your VA claim number is: xxx-xx-3691

You are the Veteran.

VA Benefit Information

You have one or more service-connected disabilities:	Yes
Your combined service-connected evaluation is:	100%
Your current monthly award amount is:	\$4172.46
The effective date of the last change to your current award was:	December 01, 2022
You are considered to be totally and permanently disabled due solely to your service-connected disabilities:	Yes
The effective date of when you became totally and permanently disabled due to your service-connected disabilities:	August 05, 2021

You should contact your state or local office of Veterans' affairs for information on any tax, license, or fee-related benefits for which you may be eligible. State offices of Veterans' affairs are available at <http://www.va.gov/statedva.htm>.

How You Can Contact Us

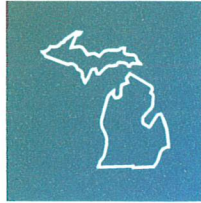
or <http://www.va.gov>.

- Call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 1-800-829-4833.
- Ask a question on the Internet at <https://www.va.gov/contact-us>.

Sincerely Yours,

Regional Office Director





Taxes

Board of Review

You will need [Adobe Acrobat Reader](#) installed to view the tax forms listed below.

Fillable Forms Disclaimer: Currently, there is no computation, validation, or verification of the information you enter, and you are still responsible for entering all required information. Instructions may require some information to be handwritten on the form (signatures, for example).

Number	Former Number	Form Title	Instructions / Notes
		Board of Review FAQ	
618	L-4035	Petition to Board of Review for Revision of Property Assessment - 271995 bytes	
1019	L-4400	Notice of Assessment, Taxable Valuation, and Property Classification - 209600 bytes	
3128 (2022)	L-4035a	2022 Taxable Value Calculations Worksheet	
4031		July/December Board of Review	

		Affidavit - 143736 bytes	
<u>4093</u>	L-4400 LH	Notice of Assessment, Taxable Valuation (including Leasehold Improvements) and Property Classification - 166377 bytes	
<u>4546</u>		Real Property Statement - Financial Institution - Previously Foreclosed Property	
<u>5731</u>		Assessing District Required Board of Review Training Report	



Board of Review

Copyright State of Michigan

Covert Township Park Advisory Committee

Thursday July 20, 2023

Meeting Minutes

Meeting called to order by Chair J. Hartmann at 5:30 PM

Present: W. Rendell, C. Zwenger, J. Hartmann, J. Snow and E. Wilborn

Absent: None

Others Present: Park Manager Dawn Strasser

Agenda:

Motion by J. Hartmann seconded by E. Wilborn to approve the agenda as presented.

Motion Carried.

Public Comment:

None.

Secretary's Report:

Motion by C Zwenger seconded by J. Hartmann to approve the June 15, 2023 meeting minutes as corrected.

Motion Carried.

Park Manager report:

Dawn informed us that the online reservation system is now active.

Old Business:

None.

New Business:

Recommended changes in Covert Park Rules and policies:

We discussed the recommended changes for next year and made some minor wording changes.

Motion by W. Rendell seconded by J. Hartmann to forward the Covert Park rule changes to the Township Board and recommend approval of the changes.

Motion Carried.

Misc. Campsite Electrical Service Proposal:

We reviewed the proposal from Beaudoin Electric for changes to seven electrical pedestals in the amount of \$7,030.

After discussion we felt that we were not qualified to make the determination if this work is the correct thing that needs to be done. Motion by W. Rendell seconded by C. Zwenger to recommend to the Township Board to get the Township Engineer to look at what is wrong and advise the Township before proceeding.

Motion Carried

Dawn said that she had also requested a quote for redoing the electrical to all of the pedestals.

Beach stairs sideboard retention replacement:

We reviewed the quote from Compton for replacing the retention sideboards on some steps connecting to the North beach stairway for \$8,600.

Motion by J. Hartmann seconded by J. Snow to recommend to the Township Board to wait until we see what the scope of the replacement of the North stair walk currently planned is and wait taking any action until it is completed because it might not be needed.

Motion Carried.

Cabin Relocation and Parking:

We discussed the possibility of relocating two of the cabins to provide us with more parking and to help with the electrical over load on their electrical circuit.

Motion by J. Snow seconded by J. Hartmann to recommend to the Township Board the following:

Move cabins #3 and #4 to sites 4 and 60.

Install a wall heater / Air-conditioner in both cabins.

Motion Carried.

Moving these two cabins would help solve an electrical problem in the North loop where there is 7 campsites on one breaker and would add about eight parking spaces to our parking lot.

We discussed the need for additional parking and the possibility of creating an overflow parking lot on 32nd where we used to put the leaves.

Motion by J. Hartmann seconded by J. Snow to recommend to the Township Board to investigate turning the spot on 32nd into a much-needed overflow parking area.

Motion Carried.

Other Business:

None.

Next meeting date:

Next regular Meeting – August 17, 2023 at 5:30 PM

Adjournment:

Motion to adjourn at 7:30 PM

Respectfully Submitted:

Wayne Rendell, Secretary

COVERT TOWNSHIP
PLANNING COMMISSION
MINUTES OF THE JUNE 21, 2023 REGULAR MEETING
6:30 P.M., COVERT TOWNSHIP HALL

Call to Order / Roll Call / Pledge of Allegiance

Chair Rendell called the meeting to order at 6:30 p.m.

Members Present: Robert Brown, Joseph Frabotta, Austin Harding, Keneisha Harrington, Wayne Rendell, Lonzey Taylor

Members Absent: Lenard Berry

Others Present: Rebecca Harvey, Township Planning Consultant

Approval of Agenda

The agenda was approved as presented.

Approval of Minutes – *May 17, 2023 Regular Meeting*

Motion by Brown, seconded by Taylor, to approve the minutes of the May 17, 2023 regular meeting, as presented. Motion carried unanimously.

Public Comment on Non-Agenda Items

No public comment was offered on non-agenda items.

Ongoing Business

Planning Commission Bylaws: Chair Rendell noted that the Planning Commission considered proposed revisions to the Planning Commission Bylaws in April and May and

subsequently requested Harvey make all suggested edits and issue a clean copy of the Bylaws for approval at the June meeting.

Chair Rendell stated that the updated draft reflects all requested changes and stands ready for approval. Taylor suggested a minor edit to Sec IX. A. to include a reference to the Michigan Planning Enabling Act (MPEA).

Motion by Brown, seconded by Harrington, to approve the updated Planning Commission Bylaws, as modified. Motion carried unanimously.

Section 18.15 – Temporary Facilities on Construction or Building Sites Permitted: Chair Rendell reminded that the following amendments to Section 18.15 were discussed in May and draft text for same requested for consideration in June:

- an amendment to Section 18.15 so as to allow a ‘temporary construction office’ (trailer) only once demolition/construction on the site has commenced; and
- an amendment to Section 18.15 to allow for the occupancy of a recreational vehicle on property during construction.

Harvey provided an overview of Draft #2 of the proposed amendments to Section 18.15 (dated 6.21.23).

Planning Commission members noted support of the proposed amendments as presented.

Schedule Public Hearings – Temporary Facilities on Construction or Building Sites Permitted/Self-Storage Facilities

Chair Rendell noted that in May the Planning Commission expressed support for the proposed amendments to Section 11.03, 12.04 and 13.02 regarding ‘self-storage facilities’ and agreed that the proposed amendments would be scheduled for public hearing in coordination with the proposed amendments to Section 18.15.

Motion by Harrington, supported by Chair Rendell, to schedule the proposed amendments to Section 18.15 and Sections 11.03, 12.04 and 13.02 for public hearing at the July 19, 2023 Planning Commission meeting. Motion carried unanimously.

Review of Zoning Ordinance for Compliance with RTFA

Harvey provided an overview of the Township Attorney's written review of the Zoning Ordinance for compliance with the RTFA. General discussion ensued regarding how the RTFA and related GAAMPS intersect with the Zoning Ordinance.

Chair Rendell expressed concern with how the review comment reflected in the last bullet will impact the exiting CAFO Ordinance. He recalled that said Ordinance exists as a separate ordinance and essentially limits the size of a livestock production facility and directs same to the Industrial District.

General discussion ensued regarding the amendments to the AG/RR Districts and Definitions that will be needed to respond to the legal review.

Harvey was directed to develop draft amendments as required and submit same to the Township Attorney for review . . for consideration in July, if possible. Harvey noted that she will make the attorney aware of Chair Rendell's concerns.

Review of Article 21 – Mineral Removal for Consistency with MZEA

Harvey reported that she requested Township Attorney review of Article 21, as requested . . and provided the attorney with the review comments of same prepared/discussed in March, 2023. She stated that the Township Attorney advised that she would try to have the review completed for the July Planning Commission meeting.

New Business

Chair Rendell stated that no New Business was scheduled for consideration.

Communications

Harvey provided an update on the Master Plan/Coastal Management Plan Update, summarizing the events of the Kick-Off Meeting held on June 7, 2023 and noting the following:

- The PowerPoint slides presented at the Kick-Off Meeting will be forwarded to the Township to be placed on the Township website for general access.
- Draft survey questions are being developed and will be presented to the Planning Commission for review/comment at the July meeting. The tentative schedule for the launch of the community survey is July 24, 2023.

Chair Rendell questioned if there would be control mechanisms in place to prevent a respondent from completing the survey more than once. Discussion ensued as to the merit/need for such control mechanisms and how that would be accomplished. Harvey noted that she would check on the feasibility of such an approach.

Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:36 p.m.

Respectfully Submitted,
Rebecca Harvey, AICP, PCP
(McKenna)
Township Planning Consultant

COVERT TOWNSHIP

PLANNING COMMISSION

MINUTES OF THE JULY 19, 2023 REGULAR MEETING

6:30 P.M., COVERT TOWNSHIP HALL

Call to Order / Roll Call / Pledge of Allegiance

Chair Rendell called the meeting to order at 6:30 p.m.

Members Present: Lenard Berry, Robert Brown, Joseph Frabotta, Austin Harding, Keneisha Harrington, Wayne Rendell, Lonze Taylor

Members Absent: None

Others Present: Rebecca Harvey, Township Planning Consultant

Approval of Agenda

The agenda was approved as presented.

Approval of Minutes – June 21, 2023 Regular Meeting

Motion by Brown, seconded by Harding, to approve the minutes of the June 21, 2023 regular meeting, as presented. Motion carried unanimously.

Public Comment on Non-Agenda Items

No public comment was offered on non-agenda items.

Public Hearing: Text Amendment – Section 11.03 (CC District)

Chair Rendell stated that the next matter to come before the Commission was consideration of the proposed amendment to Section 11.03 – CC District so as to allow

‘self-storage facilities’ as a special land use, subject to certain requirements.

Chair Rendell opened the public hearing.

No public comment was offered on the matter and the public comment portion of the public hearing was closed.

Motion by Brown, seconded by Harding, to recommend Township Board approval of the proposed amendment to Section 11.03 – CC District so as to allow ‘self-storage facilities’ as a special land use, subject to certain requirements, as referenced in the public hearing notice and as presented in the draft text dated July 19, 2023. Motion carried unanimously.

Public Hearing: Text Amendment – Section 12.04 (HC District)

Chair Rendell stated that the next matter to come before the Commission was consideration of the proposed amendment to Section 12.04 – HC District so as to allow ‘self-storage facilities’ as a special land use, subject to certain requirements.

Chair Rendell opened the public hearing.

No public comment was offered on the matter and the public comment portion of the public hearing was closed.

Motion by Harding, seconded by Brown, to recommend Township Board approval of the proposed amendment to Section 12.04 – HC District so as to allow ‘self-storage facilities’ as a special land use, subject to certain requirements, as referenced in the public hearing notice and as presented in the draft text dated July 19, 2023. Motion carried unanimously.

Public Hearing: Text Amendment – Section 13.02 (I District)

Chair Rendell stated that the next matter to come before the Commission was consideration of the proposed amendment to Section 13.02 – I District so as to allow ‘self-storage facilities’ as a permitted use, subject to certain requirements.

Chair Rendell opened the public hearing.

No public comment was offered on the matter and the public comment portion of the public hearing was closed.

Motion by Chair Rendell, seconded by Harding, to recommend Township Board approval of the proposed amendment to Section 13.02 – I District so as to allow ‘self-storage facilities’ as a permitted use, subject to certain requirements, as referenced in the public hearing notice and as presented in the draft text dated July 19, 2023. Motion carried unanimously.

Public Hearing: Text Amendment – Section 18.15 (temporary facilities on construction sites)

Chair Rendell stated that the next matter to come before the Commission was consideration of the proposed amendments to Section 18.15 regarding use of temporary facilities on construction/building sites. Specifically, proposed amendments are intended to: revise the title of said section to read ‘Temporary Facilities on Construction or Building Sites Permitted’; allow the temporary placement/occupancy of a recreational vehicle on a residential construction/building site; clarify that authorized temporary facilities on construction/building sites may only be established once construction/demolition has commenced; and, establish a timeframe for the removal of an authorized temporary facility on a construction/building site.

Chair Rendell opened the public hearing.

No public comment was offered on the matter and the public comment portion of the public hearing was closed.

Motion by Chair Rendell, seconded by Taylor, to recommend Township Board approval of the proposed amendments to Section 18.15 related to temporary facilities on construction/building sites as referenced in the public hearing notice and as presented in the draft text dated July 19, 2023. Motion carried unanimously.

New Business

Chair Rendell stated that the next matter to come before the Commission was a review of the draft survey prepared by McKenna in conjunction with the update of the Covert Township Master Plan and Covert Township Coastal Management Plan.

Harvey summarized the format and reasoning behind the content of the draft survey. Lengthy Commission discussion ensued wherein the following points of consensus were noted:

- Where the Covert Hamlet is mentioned in the survey, a locational reference should be included.
- The ranking system for Question 9 should be noted.
- Several wordsmithing suggestions were made regarding the goals noted in Question 9.
- The 5 questions under Targeted Growth should be reworked to clarify the distinctions between nonresidential, residential, and housing. Specific changes to eliminate the term 'missing middle' and include a reference to density were noted.
- Support expressed for the questions related to STRs and broadband internet.
- The idea of 'transfer of development rights' is too heavy for Question 20 . . but would be a good roundtable subject.
- Question 23 should include some reference to playgrounds.
- A question related to the preservation of wildlife habitat and/or the endangered species should be included.

Harvey advised that McKenna will revise the survey in response to the Planning Commission's review. She then provided an overview of the survey and roundtable schedule slated for July-September.

Ongoing Business

Review of Zoning Ordinance for Compliance with RTFA

Harvey referenced the draft amendments to the AG and RR Districts (and related definitions) developed in response to the Township Attorney's review of the Zoning Ordinance for compliance with RTFA. She reported that the draft amendments are

currently under review by the Township Attorney. Planning Commission review of the draft amendments was tentatively scheduled for the August meeting.

Review of Article 21 – Mineral Removal for Consistency with MZEA

Harvey reported that Article 21 (and the review comments of same prepared/discussed by the Commission in March, 2023) is currently under review by the Township Attorney. Planning Commission receipt/discussion of said review was tentatively scheduled for the August meeting.

Communications

Copies of the updated Planning Commission Bylaws approved in June, 2023 were distributed.

In reference to the 2023 Work Plan, Planning Commission members agreed to schedule a review of needed/proposed changes to Article 25 – Conditional Rezoning for the August meeting.

Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:12 p.m.

Respectfully Submitted,
Rebecca Harvey, AICP, PCP
(McKenna)
Township Planning Consultant

SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY MINUTES

JULY 19, 2023

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, JULY 19, 2023.

Todd Jensen, Board Chair Called a regular meeting of the South Haven Area Regional Airport Authority Board to order at 7:30 pm.

I. BOARD MEMBERS PRESENT:

Todd Jensen, Chairman
Ron Christy, Covert Township
Jon Woodhams, Geneva Township
Jim Sankofski, Casco Township
Ross Woodhams, alternate for City of South Haven
Jeff Arnold, City of South Haven

BOARD MEMBERS ABSENT:

Brent Nichols, City of South Haven
Fred Bower, Covert Township

- II. **Agenda:** Jeff Arnold motioned to approve the agenda for the JULY 19, 2023, Airport Board Meeting. Ross Woodhams seconded this motion. **All voted in favor. Chairman Jensen announced the motion to approve the agenda carries.**

- III. **Public Comments:**
NONE

- IV. Jeff Arnold motioned to approve the consent agenda, and Ross Woodhams seconded this motion:

Consent Agenda:

- Minutes of the JUNE 21, 2023, Authority meeting be approved.

Expenses from:

- JUNE 2023 Totaling: \$56,488.69

- Manager's reports dated: JULY 19, 2023

A roll call vote to approve the consent agenda was taken and **all voted in favor. Chairman Jensen announced the motion carries.**

V. **Committee Reports:**

With a growing waitlist for tee hangar leases, we are diligently reviewing and implementing the FAA guidelines for how this space is to be utilized.

VI. **Old Business:**

The rental of forestry equipment to clear areas that have become overgrown along the taxiway and runway is currently on hold until it is determined that this project is economically viable. The rental may be unnecessary altogether if we are able to schedule the clear-cut project for these areas that have been approved. We are discussing the plan of action with our engineering firm, Mead & Hunt.

VII. **New Business:**

Election of New Officers:

Todd Jensen motioned to nominate Brent Nichols for Board Chairman; Jeff Arnold seconded this motion. **All voted in favor. Chairman Jensen announced the motion carries and that Brent Nichols will become the next Chairman of SHARAA.**

Todd Jensen motioned to nominate Jon Woodhams for Vice Chairman; Jeff Arnold seconded this motion. **All voted in favor. Chairman Jensen announced the motion carries and that Jon Woodhams will become the next Vice Chairman of SHARAA.**

Ross Woodhams motioned to nominate Nancy Kelley as Treasurer and John Carlson as Secretary. Ron Christy seconded this motion. **All voted in favor. Chairman Jensen announced the motion carries and that these members are maintaining their respected terms.**

VIII. **Member Comments:** Fly-in-August 13th, 2023, 7am-12pm

Jon Woodhams motioned to adjourn this meeting at 8:00 pm, and this motion was seconded by Jeff Arnold. **All voted in favor to adjourn, Chairman Jensen announced the motion carries and the meeting is adjourned.**

SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY

Todd Jensen, Chairman
Jeff Arnold, City of South Haven
Brent Nichols, City of South Haven
Ross Woodhams, alternate for City of South Haven
Ron Christy, Covert Township
Fred Bower, Covert Township
Jon Woodhams, Geneva Township
Jim Sankofski, Casco Township
Nancy Kelley, Treasurer
John Carlson, Secretary

COVERT TOWNSHIP COMMUNITY GARDEN ADVISORY COMMITTEE

DRAFT Minutes

Friday, June 30, 2023 at 3:00 PM

Covert Branch Library, 33805 M-140, Covert, MI 49043

The meeting was called to order by Chair R. Job at 3:07 PM.

Members Present: Rebecca Job, Patrice Jackson, Michelina Dominguez, Barbara Bainbridge

Members Absent: Daywi Cook

Motion by R. Job, supported by M. Dominguez, to approve the agenda.

Yes: 4, No: 0, Absent: 1 - CARRIED

PUBLIC COMMENT: Question asked: what are we going to do with the veggies produced in the garden? Answer: as previously decided, they will be available to anyone who has interest in them. Members agreed that we should draft a formal statement to the public regarding this decision.

Question asked: How are we going to stop folks from just taking whatever they like? Answer: fencing

NEW BUSINESS

Approve 6/30/23 Meeting Minutes R. Job presented the minutes for the previous meeting as taken by D. Cook.

Motion by M. Dominguez, supported by R. Job to approve the minutes as presented.

Yes: 4, No: 0, Absent: 1 - CARRIED

Review Updated Donations/Budget/Purchase Options R. Job reported that the Covert Township Community Foundation approved a grant of \$3,000 to the Community Garden, meaning we are only \$139.96 off of our funding goal. M. Dominguez reported that the Lions Club still plans to donate; P. Jackson has submitted a request for a \$500 donation and is awaiting final confirmation from the organization. Priorities for utilizing the donations were discussed.

Motion by P. Jackson, supported by R. Job, to prioritize fence, shed, and lock purchases.

Yes: 4, No: 0, Absent: 1 - CARRIED

Progress Update on Garden

R. Job notes that garden is flourishing. Tomatoes and zucchini are doing especially well, but nearly everything is at least sprouting.

Create Volunteer Watering/Weeding Schedule

Members decided on a M/W/F watering schedule. Suggested time length is for 1 hour or until it's enough, preferably in the evenings. P. Jackson, B. Bainbridge, and R. Job volunteered to function as primary waterers on M/W/F respectively, with M. Dominguez volunteering as backup for R. Job on Fridays. Members agreed to start up a calendar, with physical and digital versions. Members agreed that primaries are responsible for finding replacements in the event that they can't be there.

Call for Programming Calendar Suggestions

Members discussed programming ideas based on season. A draft calendar submitted by D. Cook was reviewed. Partnering with the library was strongly suggested and agreed upon, as they can supplement our available programming budget. M. Dominguez suggested back-to-school event for early September as a good partnering option. Members agreed that potluck, harvest festival sound good, as well as seasonal recipes, seed library. B. Bainbridge suggested August raspberry cane planting event, volunteers 25 plants. Members agreed, with garden placement to be discussed with D. Cook.

Motion by R. Job, supported by M. Dominguez, to make raspberry planting the programming event for August Garden Club meeting.

Yes: 4, No: 0, Absent: 1 - CARRIED

Consider Alternate Date/Cancellation for Committee Meeting in Nov. 2023

Motion by P. Jackson, supported by R. Job, to move November Committee meeting to Friday, Nov. 10 (with alternate on Friday Nov. 17 in the event that

Veterans Day is an issue); to declare a winter break in the month of December, deciding when to resume when D. Cook is next present.

Yes: 4, No: 0, Absent: 1 - CARRIED

OTHER BUSINESS

None

Motion to adjourn by R. Job at 3:55PM.

Respectfully submitted by R. Job, Chair

Next Meeting Friday, August 25, 2023 at 3:00 PM

COVERT TOWNSHIP
ORDINANCE REVIEW BOARD
MINUTES OF THE AUGUST 7, 2023 REGULAR MEETING
1:00 P.M., COVERT BRANCH LIBRARY

Chair Pritchard called the meeting to order at 1:05 P.M.

Members Present: Laura Fogarty, Jay Allen, Marilyn Rendell, Wednesday Pritchard.

Members Absent: Aaron Wittrop

Others Present: None

Motion by Allen, seconded by Pritchard, to approve turning over the Covert Township Cemetery Ordinance as amended to the Township Attorney for review. Motion carried unanimously.

Motion by Fogarty, seconded by Rendell, to approve turning the Covert Township Mobile Food Trucks and Trailer Fire Safety Requirements Ordinance as amended by the Ordinance Review Board over to the Township Attorney for review. Motion carried unanimously.

There being no further business to come before the Ordinance Review Board, the meeting was adjourned at 2:20 P.M.

The next Ordinance Review Board Meeting will be September 11, 2023 at 1:00 P.M., Covert Township Hall.

Respectfully Submitted,
Laura Fogarty

OLD BUSINESS

TOWNSHIP OF COVERT
COUNTY OF VAN BUREN, STATE OF MICHIGAN
RESOLUTION REGARDING RENTAL REGISTRATION FEES

WHEREAS, Covert Township has adopted a Rental Property Registration and Inspection Ordinance; and

WHEREAS, the Rental Property Registration and Inspection Ordinance authorizes the Township to charge and collect fees for the administration of rental registration and inspections process; and

WHEREAS, the Township Board wants to ensure that the fees are adequate to cover the Township's costs incurred in the administration of the Rental Property Registration and Inspections Ordinance;

NOW THEREFORE IT IS HEREBY RESOLVED that Township Board adopts the following fees for administration of the Rental Property Registration and Inspection Ordinance:

Rental Registration	\$ _____
Late fee for Rental Registration	\$ additional _____
First Inspection	\$ _____
30 Day Inspection	\$ _____
60 Day Inspection	\$ _____

IT IS FURTHER RESOLVED that the above fees are effective upon adoption of this resolution by the Township Board; and

IT IS FURTHER RESOLVED that the Township Board may amend these fees by resolution at any time.

Naomi Barnes Clerk
Township of Covert
Van Buren County, Michigan

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted at a regular meeting of the Covert Township Board held on _____, 2023; that the meeting was conducted and public notice of the meeting was given pursuant to and in compliance with the Michigan Open Meetings Act; that a quorum of the Board was present and voted in favor of the resolution; and that the minutes of the meeting will be or have been made available as required by the Open Meetings Act.

Naomi Barnes, Clerk
Township of Covert
Van Buren County, Michigan

PUBLIC HEARING

COVERT TOWNSHIP, VAN BUREN COUNTY, MICHIGAN

EN23-0001

NOTICE OF DANGEROUS OR UNSAFE BUILDINGS HEARING
BEFORE THE TOWNSHIP BOARD

TO: FUTUREVESTMENTS, LLC
ATTN: TROY HACKER
427 N 6TH ST
GRAND HAVEN, MI 49417

PLEASE TAKE NOTICE that pursuant to Section 6 of Covert Township Ordinance No. 84, entitled "Dangerous Buildings Ordinance" and the statutes of the State of Michigan, a hearing regarding the land and premises situated at 78910 CR-376 within Covert Township (Parcel # 80-07-029-001-00) will be held before the Covert Township Board on **Tuesday, August 15, 2023 at 6:00 p.m. at the Covert Township Hall**, located at 73943 Lake Street within the Township.

PLEASE TAKE FURTHER NOTICE that the purpose of the hearing is to provide you with an opportunity to show cause before the Covert Township Board why the structure(s) (referred to as a residence structure) have not been demolished as ordered by the Dangerous Buildings Hearing Officer on January 25, 2023.

PLEASE TAKE FURTHER NOTICE that the Covert Township Board is empowered by Ordinance and Statute to determine whether the structure(s) located on the premises above constitute dangerous structures as defined by the Dangerous Buildings Ordinance and it may enforce, modify, or set aside the Order of the Dangerous Buildings Hearing Officer made on January 25, 2023.

PLEASE TAKE FURTHER NOTICE that your failure or refusal to attend this hearing or to comply with the decisions or order(s) of the Township Board may result in the structure or building(s) being demolished by action of the Township Board, and the costs thereof being assessed upon the tax rolls as a lien against the property.

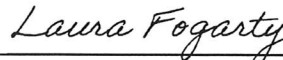
Dated: August 2, 2023



Covert Township
Laura Fogarty, Office Manager

PROOF OF MAILING

This is to certify that on August 2, 2023, I mailed a copy of the within notice via certified mail to the property owner's address above.



Laura Fogarty, Office Manager

PROOF OF POSTING

This is to certify that on August 2, 2023, I posted a copy of this notice on the main building on the property located at 78910 CR-376 in Covert Township.



Ted Hanson, Building Official

**COVERT TOWNSHIP
DANGEROUS BUILDINGS HEARING
JANUARY 25, 2023 – MINUTES (DRAFT)**

Meeting called to order at 9:00 a.m. by the Hearing Officer, David Leroy.

Present: David Leroy (Hearing Officer); Ted Hansen (Township Building Official); Alton Neal (Township Code Enforcement Official); Brian Knotek (Township Attorney); Daywi Cook (Township Supervisor); and, Laura Fogarty (Township Office Manager).

Mr. Leroy explained the purpose and procedures for the hearing(s) as set forth in Township Ordinance 84 (attached). Each individual in attendance introduced themselves.

The hearings occurred in the following order resulting in the actions as set forth below:

1. Ernestine Hayes (Single Family Home, PARCEL NO: 80-07-016-014-00, 35378 76th St., Covert, MI 49043.

Ms. Hayes was properly noticed as required by Ordinance No. 84 and state statutes and appeared for the hearing in person.

Ms. Hayes answered questions of the Hearing Officer and Building Official regarding the deficiencies in the structure and her plans for repair. The Building Official detailed the lack of a heating system and the significant rot in the siding, soffits and fascia and roof sag indicative of the need for extensive repair or replacement.

Hearing Officer ordered that: (1) a heating system compliant with applicable building codes and ordinances must be installed and operational within thirty (30) days; and, (2) residence and garage structures be razed after three (3) months (April 25, 2023) in the event the property remains in violation. (Order attached).

2. Leamon and Lois Pruitt, PARCEL NO: 80-07-140-003-01, 33081 N CEMETARY ST., COVERT, MI 49043.

Mr. and Mrs. Pruitt were properly noticed as required by Ordinance No. 84 and state statutes and appeared for the hearing in person.

The Pruitts answered questions of the Hearing Officer and Building Official regarding the deficiencies in the structure and the fact that the cost of repair and bringing the structure into compliance far exceeded the value of the property. The Building Official detailed each of the deficiencies related to the structures (see attached notice). The Hearing Officer concluded that the cost to make necessary repairs far exceeds value of the structure itself given the sanitation issues throughout. The Pruitts agreed that the

structures needed to come down. Supervisor Cook advised that funds may be available through a grant program to assist the Pruitts.

Hearing Officer ordered that: the residence and garage structures be razed after three (3) months (April 25, 2023). (Order attached).

3. Chris and Rachel Benford, PARCEL NO: 80-07-015-055-20, 32916 Orchard, Covert, MI 49043.

Mr. and Mrs. Benford were properly noticed as required by Ordinance No. 84 and state statutes and appeared for the hearing in person.

The Benfords answered questions of the Hearing Officer and Building Official regarding the deficiencies in the interior of the structure and the fact that the cost of repair and bringing the structure into compliance far exceeded the value of the property. The Benfords plan to raze the structure. The Building Official detailed each of the deficiencies related to the structure (see attached notice). The hearing officer concluded that the structures cannot be rehabilitated and made suitable for their intended purposes and are not habitable.

Hearing Officer ordered that: (1) the residence and garage structures be razed after three (3) months (April 25, 2023); and (2) owners must also apply for a temporary permit for the use of a shipping container on site for storage as well as for use of an RV on site while a new structure is under construction. (Order attached).

4. Alexander Hiner (deceased) c/o Melinda Jackson, PARCEL NO: 80-07-003-007-00, 27710 M-140 Hwy Covert, MI 49043.

The hearing was required by Ordinance No. 84 and state statutes and Melinda Jackson appeared for the hearing in person. Ms. Jackson presented the Hearing Officer with documents reflecting the intentions of Alexander Hiner (now deceased) that she take over ownership, control and maintenance of the subject property. Ms. Jackson acknowledged that these documents were being offered to show Mr. Hiner's intent but that she recognized that legal processes must be followed to make sure that the property is, in fact, in her name with all rights and obligations ownership would create.

The Code Enforcement Official indicated that the notice on this property was issued because the property was vacant and had been vacant for more than 180 days. Ordinance No. 84 requires that the Covert Police Department be notified of any such property that is expected to remain vacant for more than 180 days. Ms. Jackson indicated she would be providing that notice to CPD immediately following the hearing.

Hearing Officer ordered that Covert Police Department receive proper notice by February 23, 2023 of the vacant property and expectation that it would remain vacant for more than 180 days. (Order attached).

5. Nicolae Dorlea, PARCEL NO. 80-07-011-014-00, 29103 M-140 Hwy., Covert, MI 49043.

Mr. Dorlea was properly noticed as required by Ordinance No. 84 and state statutes and appeared for the hearing in person.

Mr. Hayes answered questions of the Hearing Officer regarding its continuing vacancy (more than 180 days). Mr. Dorlea advised that Covert PD has been notified and the property has security systems installed and operated by a third-party. The Building Official detailed the lack of deficiencies requiring any action by the owner at this time. The Hearing Officer agreed.

Hearing Officer ordered that this matter be dismissed.

6. Eulogio Zarco and Maria Guadalupe Mejjade-Zarco, PARCEL NO: 80-07-003-007-00, 24620 72nd Street South Haven, MI 49090

Mr. and Mrs. Zarco were properly noticed as required by Ordinance No. 84 and state statutes and Mr. Zarco appeared for the hearing in person.

Mr. Zarco answered questions of the Hearing Officer and Building Official regarding the deficiencies in the structure and the fact that the cost of repair and bringing the structure into compliance far exceeded the value of the property. The Building Official detailed each of the deficiencies related to the structures (see attached notice). The Hearing Officer concluded that the structure cannot be rehabilitated and made suitable for its intended purposes, is not habitable, not insulated and has structural elements failing and dangerous. The property owner agreed to raze the structure.

Hearing Officer ordered that: the residence and garage structures be razed after three (3) months (April 25, 2023). (Order attached).

7. Donnie Kelson (formerly Johnson) and Margaret Kelson, PARCEL NO: 80-07-029-001-00, 78910 CR 376 Coloma, MI 49043.

The owners were properly noticed as required by Ordinance No. 84 and state statutes and appeared for the hearing in person. Mr. Eric White, the land contract purchaser of the property, also appeared.

The parties answered questions of the Hearing Officer and Building Official regarding the deficiencies of the structure. The Building Official detailed each of the deficiencies related to the structure (see attached notice). The hearing officer concluded that: there are violations of the International Property Maintenance Code; the exterior of the structures and adjoining grounds have not been maintained in accordance with the Housing Law of the State of Michigan, Act No. 167 of the Public Acts of 1917; and that the residential structure can be rehabilitated with completion of items stated on November 16, 2022 inspection report from Safebuilt (attached) with all necessary permits and inspections.

Hearing Officer ordered that: the residence structure be razed after three (3) months (April 25, 2023) if not brought into compliance with necessary permits by that date.

There being no other matters before the Hearing Officer, the meeting was adjourned at 12:15 p.m.

Covert Township

RENTAL INSPECTION

Address: 78910 County Road 376 Permit Number CR22A-0041-Covert
 Owner: DONNIE + MARGARET JOHNSON
 Person present at inspection: Margaret Kelson-Johnson / Eric White
 Inspectors: ALTON NEAL
 Date of Inspection: 11/16/22

Code Section	General Requirements	Acceptable	Deficiency
302	Exterior Property Areas	<u>X</u>	<u>---</u>
303	Swimming Pools, Spas and Hot Tubs	<u>N/A</u>	<u>---</u>
304	Exterior Structure	<u>---</u>	<u>X</u>
305	Interior Structure	<u>---</u>	<u>X</u>
306	Handrails and Guardrails	<u>X</u>	<u>---</u>
307	Rubbish and Garbage	<u>X</u>	<u>---</u>
308	Extermination	<u>X</u>	<u>---</u>
<u>Light, Ventilation and Occupancy Limitations</u>			
402	Light	<u>---</u>	<u>---</u>
403	Ventilation	<u>---</u>	<u>---</u>
404	Occupancy Limitations	<u>---</u>	<u>---</u>
	Total Occupancy _____		
	Room Sizes: 1) _____ x _____ 2) <u>300 sq ft</u> x _____ 3) _____ x _____ 4) _____ x _____		
<u>Plumbing Fixtures and Fixture Requirements</u>			
502	Required Facilities <u>NO HOT WATER MAKE UP</u>	<u>---</u>	<u>X</u>
503	Toilet Rooms	<u>X</u>	<u>---</u>
504	Plumbing Systems and Fixtures <u>NO</u>	<u>---</u>	<u>X</u>
505	Water System <u>---</u>	<u>X</u>	<u>---</u>
506	Sanitary Drainage System	<u>X</u>	<u>---</u>
507	Storm Drainage	<u>X</u>	<u>---</u>
<u>Mechanical and Electrical Requirements</u>			
602	Heating Facilities <u>NO FURNACE</u>	<u>---</u>	<u>X</u>
603	Mechanical Equipment	<u>---</u>	<u>X</u>
604	Electrical Facilities	<u>---</u>	<u>X</u>
605	Electrical Equipment <u>NO INSTALLED PROPERLY</u>	<u>---</u>	<u>X</u>
607	Duct Systems	<u>---</u>	<u>X</u> NO DUCTS
<u>Fire Safety Requirements</u>			
702	Means of Egress	<u>X</u>	<u>---</u>
703	Fire-Resistant Ratings	<u>---</u>	<u>X</u>
704	Fire Protection Systems <u>NO SMOKE DETECTORS</u>	<u>---</u>	<u>X</u>

Compliance Time: 60 days

Initial Inspection / Approved _____ Not Approved X
 Reinspection / Approved _____ Not Approved _____

If there are deficiencies, I have been made aware of the above-mentioned deficiencies and hereby acknowledge receipt of this form. I understand that signing this form does not waive any rights I may have to appeal any or all of the items cited.

If a second re-inspection is required, a \$75 fee for each re-inspection is assessed and/or a civil infraction ticket will be issued.

Margaret Kelson-Johnson
 Owner / Agent / Representative

Date: 11-15-2022

Should you have any questions, please call Covert Township Hall at (269) 764-8986, ext. 0 Monday through Thursday from 8:30 a.m. to 4:00 p.m. Friday from 8:30 a.m. to 12:00 p.m.

Covert Township

RENTAL INSPECTION - Narrative

Address: 78910 CR 376

Owner: DONNIE & MARGARET JOHNSON

Date of Inspection: 11/16/22

Code
305

Narrative

INTERIOR HAS MANY OPEN SPACES WITHOUT COVERINGS, WALLS, CEILINGS, THESE NEED TO BE FINISHED OUT.

604

ELECTRIC PANEL OPEN, NEEDS COVER

603

NO FURNACE JUST A WOOD BURNER IN BASEMENT - NEED TO PULL A PERMIT TO SEE IF TO CODE

603

NO FURNACE OR ELECTRIC HEAT. WILL NEED TO HAVE ONE OR THE OTHER. "PULL PERMIT."

304

DOOR NOT INSTALLED IN BASEMENT. DOOR KNOBS MISSING ON BACK DOOR.

605

ELECTRICAL OUTLETS NEED TO BE IN A WALL - FACE OF OUTLET ON SURFACE. "WIRES EXPOSED" NEEDS TO BE ENCLOSED PROPERLY

502

KITCHEN SINK NOT PLUMBED, NO WATER

604

TOO MANY EXTENSION CORDS RUNNING ELECTRIC. NEED TO HAVE PROPER OUTLETS FOR POWER. "ELECTRICAL PERMIT" NEEDED

704

NO SMOKE DETECTORS

"NEED IN - EACH BEDROOM / OUTSIDE BEDROOM, IN HALLWAY

LIVING ROOM & BASEMENT.

305

FLOOR HAS UNEVEN, UNFINISHED PORTIONS - NEED TO HAVE FLOOR BE LEVEL THAT DOES NOT CAUSE TRIP HAZARDS OR ACCIDENTS FROM UNEVEN FLOORS.

Compliance Time: 60 days

Margaret Johnson
Owner / Agent / Representative

Date: 11/16/2022

Should you have any questions, please call Covert Township Hall at (269) 764-8986, ext. 0
Monday through Friday from 8:30 a.m. to 4:00 p.m.



From: [Megan Sharp](#)
To: aneal@safebuilt.com; thanson@safebuilt.com; [Supervisor](#)
Subject: 78910 CR 376, Coloma - Nuisance Building
Date: Wednesday, August 9, 2023 4:13:55 PM

Dear Ms. Cook, Mr. Neal, and Mr. Hanson:

We were noticed that the subject property Futurevestments purchased on June 8th, 2023, had previously received notice of condemnation/nuisance building in January. I am planning on attending its public hearing on 8/15/23 and want to come prepared.

The current occupant is a previous tenant that had been noticed for eviction by the former owner and we have also served them with a 30 day notice. They were given more than 24 hour notice that we would be there today for inspection on the 31st day. They were still occupying as of today and denied myself and Don Pabis a structural inspector+licensed builder entry to the home.

Does the township have an improvements or violation list available? If so we would greatly appreciate a copy. We did not purchase it with knowledge of the condemnation/nuisance building notice, but we did purchase it with a goal to restore it to a safe, attractive, and affordable home for a future homeowner. Based on the exterior Mr. Pabis did not believe it was to the point that condemnation was necessary, although we are very interested in working with the township to find the best solution for this nuisance property and are actively working on getting the current occupant to vacate it.

Thank you for your time and any information you are able to provide.

Megan Sharp | Vice President of Operations

Futurevestments LLC

megan@renewedhomesmi.com

616.414.4664



NEW BUSINESS

From: [Jeff Wingard](#)
To: [Supervisor](#)
Subject: FW: Covert Township TIN Sampling and Analysis Report Samples
Date: Wednesday, August 9, 2023 3:47:45 PM
Attachments: [image005.png](#)
[image007.png](#)
[image010.png](#)

Hi Daywi,

Great to see you all on the boat last night. I hope everyone had a great time. I was meaning to talk to you about this, but forgot. Our Process Group needs to do some additional sampling for the TIN Reduction Study that is outside the original scope of work. The total extra cost would be \$2,400 and would include labor and lab fees for 54 samples to be taken and tested over the next three weeks. Is this something you have the authority to approve or does this need to be presented to the Board?

Jeffrey S. Wingard, PE

Project Manager

FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.

O: 269.385.0011

C: 269.235.2899

D: 269.373.7518

4798 Campus Drive, Kalamazoo, MI 49008

FVCPM
CERTIFIED PROJECT MANAGER



www.fveng.com



From: Steven Walker <swalker@fveng.com>

Sent: Monday, August 7, 2023 4:42 PM

To: Jeff Wingard <jwingard@fveng.com>

Subject: Covert Township TIN Sampling and Analysis Report Samples

Hello Jeff,

To help write the sampling and analysis report due on September 8 for Covert Township, we need additional samples taken to get a better understanding of the influent and effluent characteristics out of the septic tank. These extra samples were not part of our original scope of our proposal to the township for the TIN Reduction plan, so we need to present them with a proposal or ask them for additional fund to cover these extra samples. We are planning on sampling twice a week for three weeks the influent and effluent of the septic tank for TIN, BOD, Phosphorus, and TSS. We also plan on testing the influent FOG levels as well. This will result in a total of 54 test being ran in the three-week time period. To do this work we are proposing a budget of \$2,400.00, which includes lab fees and FVOP labor to take the extra samples, as well as a 10% markup on the lab costs. Could you please present this to the Township by the end of the week, as we need to start sampling next

week.

Thank you,

Steven Walker, PE

Process Engineer

FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.

O: 616.977.1000

C: 269.326.0289

D: 616.942.3615

2960 Lucerne Drive SE, Grand Rapids, MI 49546



www.fveng.com



Cybercrime attempts have increased during the COVID-19 Pandemic. This includes “spoofing” the origination of email addresses. If you receive an unexpected message with links or attachments, consider first verifying with the sender before opening.

The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

Applicant Info [Edit](#)**Applicant Name:** Covert Township**Mailing Address:** 73943 E LAKE STREET PO BOX 35**City:** COVERT**State:** MI**Zip:** 49043**Primary Contact****Contact Name:** Laura Fogarty**Phone No:** 269-764-5138**Cell Phone No:** 269-325-8087**Email Address:** officemanager@coverttwp.com**Secondary Contact****Contact Name:** George Piggee**Phone No:** 269-764-8986**Cell Phone No:** 269-906-7012**Email Address:** publicworks@coverttwp.comSite Info [Edit](#)**State Route:** M140**Township Of:** COVERT**County:** Van Buren County**Nearest Intersection:**

36th

Side of Road:☒ North ☒ South**Distance to the nearest intersection:**

0.25 Miles

Direction from worksite to the nearest intersection on the state route:

South

Work Info [Edit](#)**Proposed Start Date:**

09/16/2023

Proposed Completion Date:

09/16/2023

Purpose:

COVERT TOWNSHIP LION'S CLUB MEXICAN INDEPENDENCE DAY PARADE - COVERT PUBLIC NORTH NORTH TO COVERT BRANCH LIBRARY - PARADE DISBANDS AT LIBRARY. 11:00AM TO 11:45AM

Requisition #:**Work Order #:****MDOT Job #:****Organizations Job #:****Lane Closure Proposed:**

Yes

Work Located on Restricted Route:

No

Work performed outside of time restrictions:

No

Bond Info [Edit](#)**Department Bond Number:**Insurance Info [Edit](#)**Certificate of Insurance Number:**

Attachments

Attachments Not Included.

Mitigation Methods [EDIT](#)

Coordination

Local special events

Other Mitigation Method LOCAL POLICE OFFICERS TO STOP/CONTROL TRAFFIC

Transportation Operation Plans [EDIT](#)**Is local law enforcement necessary to complete the permitted activities?**

Yes

LOCAL POLICE OFFICERS WILL STOP/CONTROL TRAFFIC

Has coordination occurred with local agencies to ensure that system mobility has been maintained?

Yes

COVERT TOWNSHIP POLICE DEPARTMENT

Will emergency response services or facilities accessibility be affected by the permitted activities?(Example: law enforcement, fire response vehicles, etc.)

Yes

LOCAL POLICE OFFICERS WILL STOP/CONTROL TRAFFIC

Type of Work [Edit](#)

Miscellaneous

August 15th
Board Mtg

Request to Obtain a Parade Permit

The Covert Township Lion's Club would like to have a Mexican Independence Day Parade.

The Event will be Saturday, September 16, 2023; start time 11:00 a.m. end time 2:00 p.m.

The Parade of vehicles (10) will line-up from Covert Public School, M-140 at 10:30 am and depart at 11 am. Disbanding at Covert Branch Library parking lot 11:40 am.

Roadway time: 11:00 a.m. -11:40 a.m. (40 minutes)

Outdoor Festivities: Lion Club Site *78085 Co Rd 378 W* Covert, MI 49043; 12:00 noon until 2:00 p.m.

Estimated Number of Lead Participants: 25

Estimated Number of Spectators:150

Contact Person:

Patrice A. Jackson,
your consideration.

Thank you for

RECEIVED
JUL 12 2023
BY: *[Signature]*

			Reference Number		231027SR			
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891			Revision Level				Sales Rep Name	
			Date		7/7/2023		Steve Rick	
			Vehicle		2023		Utility	
			Status		Quote Valid 30 Days		<input type="checkbox"/> Split Bill	
Customer Billing Information							Title Information Or Customer Shipping Information	
Purchaser Name			Covert Township Police Department				Lienholder	
Contact Name			Chief Julian Allen				Company Name	
Contact Email			policechief@coverttwp.com				Attention To	
Contact Number			269-764-8100				Street Address	
Mailing Address			33805 M-140 PO BOX 6				City, State & Zip	
City, State & Zip			Covert, Michigan 49043				Special Instructions	
Notes Section:								
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options		
-1	Ford	99B	Remove Hybrid Engine To 3.3L Gas Engine	\$2,200.00	\$ (2,200.00)			
1	Ford	Delivery	Delivery To Your Department	\$ 233.00	\$ 233.00			
					\$ -			
					\$ -			
1	Statewide Ford	Ready For Patrol	2023 Utility Stock Program From Statewide Ford	\$60,118.00	\$ 60,118.00			
		K8A-Dark Blue	Utility Interceptor, All Wheel Drive, Hybrid Engine		\$ -			
			LED Ready Headlamps		\$ -			
		17T	Red/Clear Dome Light In Cargo Area		\$ -			
		549	Heated Mirrors		\$ -			
		43D	Courtesy Lamps Inoperative		\$ -			
		18D	Global Unlock		\$ -			
		68G	Rear Door Handles And Windows Inoperative		\$ -			
		59B	Keyed Alike (1284X)		\$ -			
		85R	Tunnel Mount		\$ -			
		RKE	Remote Keyless Entry		\$ -			
					\$ -			
					\$ -			

Customer	Covert Township Police Department		Reference Number	231027SR	Revision Level	0	Sales Rep Name	Steve Rick
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options		
			The Following Equipment Included In Package Price:		\$ -			
			Tall Man Recessed Partition With Center Sliding Window		\$ -			
			Expanded Metal Rear Partition		\$ -			
			Replacement Seat With Outboard Seatbelts		\$ -			
			Vertical Steel Window Guards		\$ -			
			Dual Weapon Mount With Universal Locks		\$ -			
			Vehicle Specific Havis Console With Cup Holder And Armrest		\$ -			
			Magnetic Mic		\$ -			
			Secure Idle		\$ -			
					\$ -			
			Following Warning Equipment Included In Package Price		\$ -			
			nForce NXT Tri Color Lightbar		\$ -			
			481 Siren And Switch Controller		\$ -			
			100 Watt Speaker And Mounting Bracket		\$ -			
			Single Color LEDs For Side Cargo Window		\$ -			
			Tri Color Grille Lights		\$ -			
			Tri Color Spoiler Lights		\$ -			
			Single Color Under Hatch Lights		\$ -			
			Flashing Taillights		\$ -			
			The Following Equipment To Be Added To The Vehicle:		\$ -			
1	Soundoff Signal	INTS	Single Color Intersector Lights	\$ 588.00	\$ 588.00			
1	Soundoff Signal	LPLS	Single Color License Plate Lights	\$ 515.00	\$ 515.00			
1	Pro-Gard	D3825L	Universal Storage Organizer With Clear Lid	\$ 355.00	\$ 355.00			
					\$ -			
1	SEP	Labor+Materials	Labor+Materials To Remove And Transfer	\$1,650.00	\$ 1,650.00			
			Decatur Radar Single Antenna		\$ -			
			L3 Camera System, Install Body Mic On DVW		\$ -			
			One Piece Radio		\$ -			
			Printex Printer, Install On Console		\$ -			
			Computer Docking Station With Internal Power		\$ -			
			Modem With Antenna		\$ -			
			Knox Box		\$ -			

[illegible]

COVERT TOWNSHIP POLICE DEPARTMENT



Julian Allen
Chief of Police

33805 M-140
PO BOX 6
Covert, MI 49043

Phone: (269)764-8100
Fax: (269)764-8925
email: policechief@coverttwp.com

August 10, 2023

TO: Covert Township Board

FR: Chief Allen

RE: New Vehicle

Covert TWP Board,

I am requesting permission to purchase a 2023 Ford Utility Police Vehicle. This vehicle will replace the next vehicle in rotation. I was advised that Ford has stopped taking orders for Police vehicle until the 2025's is designed. The cost of a 2025 vehicle will be higher than a 2023. The dealer currently has a 2023 on order that is in our color blue that will be ready around December.

Cost \$61, 259

Thank you,

Chief Allen



Memorandum

TO: Covert Township Planning Commission & Township Board
Becky Harvey, AICP, Senior Principal Planner

FROM: Danielle Bouchard, AICP, Principal Planner
Maya Baker, Assistant Planner

SUBJECT: Draft Survey Questions for Covert Township Master Plan & Coastal Management Plan

DATE: August 3, 2023

Welcome to the Covert Township Master Plan and Coastal Management Plan public input survey! In short, a Master Plan is a policy guiding document used by the Township to assist with decision making for topics related to zoning, land uses, agricultural preservation, protection of natural areas, residential density, and more. The Master Plan sets a vision for the Township for years to come!

Further, Covert Township is in the process of updating the Coastal Management Plan as a component of the Master Plan update. A Coastal Management Plan is intended to serve as a guide for the protection and preservation of the Township's unique and scenic shoreline and critical dune areas.

We thank you for your participation in this important process!

DRAFT SURVEY QUESTIONS

Respondent Characteristics

1. What is your relationship with Covert Township? (check all that apply)
 - a. I am a resident of Covert Township
 - b. I am a property owner in Covert Township
 - c. I am a business owner in Covert Township
 - d. I work in Covert Township
 - e. I attend an institution in Covert Township (e.g., church, library, school etc.)
 - f. Other (please specify)
2. Please indicate your age range.
 - a. Under 18 years old
 - b. 19-25 years old
 - c. 26-36 years old
 - d. 37-47 years old
 - e. 48-58 years old
 - f. 59-70 years old
 - g. 70+ years old



3. If you are a resident or property owner of Covert Township, please indicate the immediate surrounding character of your home/property.
 - a. I live/own property on Lake Michigan.
 - b. I live/own property with direct access to Lake Michigan.
 - c. I live/own property near Lake Michigan, west of I-196 (but not directly on the Lake).
 - d. I live/own property on a large lot in a rural residential setting.
 - e. I live/own property in (or nearby) the Covert Hamlet (around 32nd Avenue and M-140).
 - f. I live/own property on an active farm.
 - g. Other (please specify).
4. Please indicate how long you have lived or owned property in Covert Township.
 - a. 0-5 years
 - b. 6-10 years
 - c. 11-20 years
 - d. 20+ years
 - e. I do not live or own property in Covert Township.
5. Please indicate your residential status in Covert Township.
 - a. I live in Covert Township all year round.
 - b. I have a second home/cottage (not principal residence) in Covert Township.
 - c. I own property, but I do not live in Covert Township.
 - d. Other (please specify).

Overarching Vision and Goals

6. In general, what do you like the **most** about Covert Township?
[short answer text box here]
7. In general, what do you like the **least** about Covert Township?
[short answer text box here]
8. The Township's last Master Plan vision statement reads "*...to ensure the community grows deliberately and in a well-planned manner. The Township will expand appropriate infrastructure and focus on residential growth that maintains Covert's strong rural residential character. Industrial and commercial growth should be encouraged in logical locations and where ample utility service is provided. The Township will continue to respect its strong environmental qualities and expand its recreational opportunities, especially where possible along the Lake Michigan shoreline. A stronger identity and feeling of community will make a great place to live even better.*"
 - a. Do you agree with this vision statement and want to keep it in the next Master Plan?
 - b. Would you like to see the vision statement changed? If so, please specify below:
 - i. [Short answer text box here]
9. Please arrange the following goals in order of what you think is most important to least important (#1 being the most important, #7 being the least important).



- a. **Quality of Life:** The rural quality of life must be maintained as the community grows and develops.
- b. **Natural Features:** Sensitive natural features of the Township require recognition and protection.
- c. **Residential Environment:** Maintain a strong rural residential environment through zoning and other regulatory measures, including the use of development incentives.
- d. **Economic Development:** Limit economic development to less intensive commercial and smaller industrial uses that maintain the character of the community.
- e. **Parks and Recreation:** Parks and other active recreation areas should be located to take advantage of location, terrain, land features, and population centers.
- f. **Public Services:** Public services should preserve current investments in infrastructure and expand the infrastructure where appropriate.
- g. **Community Identity and Pride:** Township identity and pride need to be enhanced through an improved community image.

Targeting Growth

10. When it comes to **industrial and commercial growth**, which of the following statements do you agree with? (check all that apply)
- a. Allow industrial and commercial growth *anywhere* throughout the Township.
 - b. Allow industrial and commercial growth around the Covert Hamlet area (around 32nd Avenue and M-140).
 - c. Allow industrial and commercial growth near the power plant.
 - d. Allow industrial and commercial growth surrounding the I-196 ramp.
 - e. Allow industrial and commercial growth elsewhere in the Township (please specify).
 - i. [short answer text box here]
 - f. Don't allow industrial or commercial growth.
11. When it comes to **residential growth**, which of the following statements do you agree with? (check all that apply)
- a. Allow residential growth *anywhere* throughout the Township.
 - b. Allow residential growth around the Covert Hamlet area (around 32nd Avenue and M-140).
 - c. Allow residential growth near I-196.
 - d. Restrict residential growth to include areas currently zoned for it.
 - e. Allow residential growth elsewhere in the Township (please specify).
 - i. [short answer text box here]



12. Which of the following housing types would you support in the Township? (check all that apply)



Duplexes



Triplexes



Townhomes



Cottage Courts/Bungalow Courts

Other (please specify)

None of the above.



13. Which of the following housing development types would you support in the Township? (check all that apply)



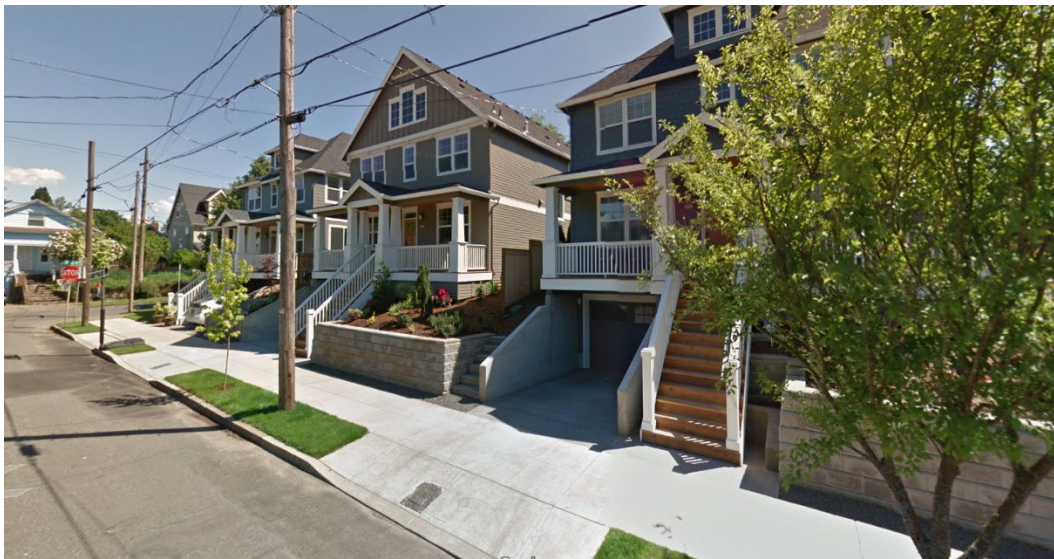
Large lot single family homes (more than 2.5 acres)



Medium lot single family neighborhoods (more than 1 acre)



Small lot single family neighborhoods (less than 1 acre)



Small lot two or three-family neighborhoods (less than 1 acre)



Mixed housing types in one development (e.g., townhomes, single family, etc.)

None of the above.

Other (please specify)

14. When it comes to short term rentals (e.g., Airbnb, vacation rentals, VRBO, etc.), should the Township: (check all that you agree with)
- a. Allow all residential homeowners to offer their property as a short-term rental as they see fit.
 - b. Allow short term rentals only when specific design criteria are met (such as size or distance from neighbors).
 - c. Be as restrictive as possible under State law and place restrictions on operating a short-term rental.
 - d. Other (please specify)

Public Services and infrastructure

15. Would you be supportive of the Township exploring options to extend municipal sewer to strategically selected areas?
- a. Yes
 - b. No
 - c. Maybe, depends on where connections would go.
 - d. Maybe, depends on the financial implications for property owners.
 - e. Unsure/no opinion
 - f. Other (please specify)
16. When it comes to broadband internet, should the Township:
- a. Take a proactive role in encouraging the build-out of high-speed broadband infrastructure.
 - b. Let the market dictate when and where broadband infrastructure is constructed.



- c. Chart a middle course between the above 2 options.
- d. Other (please specify)

17. When it comes to utility-scale wind energy (e.g., large wind turbine farms) should the Township:
- a. Allow landowners broad freedom to construct utility-scale wind energy facilities on their property.
 - b. Target natural features, such as the coastline, for protection from utility-scale wind energy facilities, but generally allow them in other areas.
 - c. Heavily restrict and control the potential construction of utility-scale wind energy facilities.
 - d. Other (please specify).

18. When it comes to utility-scale solar energy (e.g., large solar panel farms) should the Township:
- a. Allow landowners broad freedom to construct utility-scale solar energy facilities on their property.
 - b. Target natural features, such as the coastline, for protection from utility-scale solar energy facilities, but generally allow them in other areas.
 - c. Heavily restrict and control the potential construction of utility-scale solar energy facilities.
 - d. Other (please specify).

Preservation

19. Do you think the Township should actively pursue prime farmland preservation policies and programs?
- a. Yes.
 - b. No.
 - c. Maybe, depends on the program type.
 - d. Unsure/no opinion.
 - e. Other (please specify).
20. Which programs or policies would you support for farmland preservation? (check all that apply)
- a. Restrict all new development on prime farmland areas (except development necessary for agricultural businesses).
 - b. Increase minimum lot sizes in the agricultural zoning district to reduce lot splits.
 - c. Prohibit the development of private roads in agricultural areas.
 - d. Prohibit the development of new neighborhood developments in agricultural and rural residential districts.
 - e. Implement a State program to permanently preserve active farmland in Covert Township.
 - f. Other (please specify).
21. Do you think the Township should actively pursue lakeshore/critical dune preservation policies and programs?
- a. Yes.
 - b. No.
 - c. Maybe, depends on the program type.
 - d. Unsure/no opinion
 - e. Other (please specify).



22. Which programs or policies would you support for lakeshore/critical dune preservation? (check all that apply)
- a. Restrict all new development along the lakeshore.
 - b. Increased setback requirements on lakeshore properties.
 - c. Prohibit the development (or extension) of new private roads on lakefront or lake access properties.
 - d. Seek to acquire lakefront properties for preservation of open space or for parks and recreation facilities.
 - e. Strengthen regulations and requirements in the Zoning Ordinance to ensure protection of critical dunes and shoreline protection efforts.
 - f. None of these.
 - g. Other (please specify).
23. Please arrange the following goals of restricted lakeshore development in the order of what you think is most important to least important (1 being most important, 5 being least important).
- a. To protect critical dunes.
 - b. To preserve Township rural character.
 - c. To maintain scenic views.
 - d. To provide more lakeshore access.
 - e. To protect wildlife habitats.

Parks and Recreation

24. Do the current parks and recreation facilities in Covert Township meet your needs? (check all that apply)
- a. Yes, parks and recreation facilities are fine the way they are.
 - b. Yes, but the current facilities need some upgrades/maintenance.
 - c. No, there are not enough playgrounds.
 - d. No, there are not enough bike trails or paths.
 - e. No, I would like to see more parkland along the lakeshore.
 - f. No, I would like to see the Ross Coastal Plain Marsh Preserve expanded.
 - g. No, I would like to see more campgrounds in the Township.
 - h. No, I think the Covert Hamlet area (around 32nd Avenue and M-140) needs more public spaces, such as near the schools.
 - i. Unsure/no opinion.
 - j. Other (please specify)

Summary and General Comments

25. Please share any additional thoughts you may have on the Covert Township Coastal Management Plan and/or Master Plan.
- a. [short answer text box here]

DRAFT--TAX TRIBUNAL AND APPEAL LITIGATION COST SHARING AGREEMENT

Revised and Restated August 2023

THIS TAX TRIBUNAL AND APPEAL LITIGATION COST SHARING AGREEMENT ("Agreement") is entered into by and between the following public entities (the "Members"): the Township of Covert, a Michigan general law township ("Township"), and Van Buren County, a Michigan county government ("County").

Recitals

- A. The Township is currently involved in a series of Michigan Tax Tribunal disputes with New Covert Generating Co., LLC, (hereinafter, "NCG") concerning assessed valuation, omitted property, additions to taxable value, and related issues for NCG real and personal parcels located in the Township and County (hereinafter "Matters"). For purposes of this Agreement, the Matters also include any amendments to the petitions to add subsequent tax years; any civil enforcement actions between NCG and the Township or County; and any appeals of any decision in the Matters.
- B. The Members acknowledge that the outcome of the Matters will have a substantial and long-lasting financial impact on the Members and other property tax levying units, as the amounts of taxable value at issue place significant tax revenue at issue, and that a successful outcome will benefit the Members. The Members also acknowledge that the cost of defending the Matters is significant and that without proper preparation, the Members will be forgoing additional tax revenue. The Members agree that the financial burden of defending the Matters should be shared by the Members.
- C. As authorized by Section 44 of the General Property Tax Act, MCL 211.44(3), the Members agree to share court and litigation costs incurred in any single tax year that exceed the amount of Covert Township's 1% administrative fee balance ("Litigation Costs"). The Litigation Costs include attorney fees and expenses, expert witness fees and expenses, and related costs incurred in defending against the Matters at the Michigan Tax Tribunal, the State Tax Commission and on appeal, if necessary, to Michigan's appellate courts, as well as any related Matters brought in the Michigan or Federal trial courts.
- D. The litigation of this matter concerns the long-term financial health and viability of all Members, and it is the intent of this Agreement that no Member pay more than the Member's proportional share as provided in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**1. Cost Sharing Agreement.**

- a. Pursuant to the terms of this Agreement, the Members agree to share and allocate the Litigation Costs, as defined above, based on the following percentages:

Van Buren County	50%
Township of Covert	50%
Total:	100%

- b. It has been and will continue to be the intent of the County to request status in each separate Tax Tribunal case as an Intervening Respondent as set forth in Section 44 of the Tax Tribunal Act, being MCL 205.744(1). The Township agrees to support the County in these endeavors and not to object to the Tax Tribunal allowing such status. The Members agree that such status is beneficial to the Members, and that such status does not create an issue that is specific to one Member.
- c. The Members agree that litigation of any issue or amount that is specific to one Member shall be paid by the Member in addition to the Member's proportionate share unless all other Members agree in writing to a different amount or method of payment.
- d. The Members agree to the management of the agreement will be maintained by the County, THAT Litigation Costs will be received, reviewed, and approved, and paid by the County through its Board of Commissioners (Committee of the Whole or otherwise) and its normal remittance processes.
- e. The Members agree that the Township, if requested by the County, shall provide an annual accounting of the administrative fee fund balance that can be used to assist in the litigation of the Matters and that the administrative fee fund balance shall be annually deposited in the Tax Litigation Fund and shall reduce the obligation of the Members.
- f. The County shall bill each Member for amounts necessary to support Litigation Costs. Each Member shall promptly pay the County upon receipt of such a bill.

- g. It is the intent of this agreement that no Member pay more than the Member's proportional share as provided in paragraph 1a.
 - h. At the conclusion of all litigation, the County shall, excluding the administrative fee fund balance, reconcile all payments and contributions and shall invoice or refund each Member as is necessary to achieve each Member's proportionate share as provided in paragraph 1a,
 - i. By consensus of the Members, the proportionate share may be increased or decreased by written amendment to this Agreement.
- 2. **Administrative Fee Balance.** The administrative fee balance is the remaining administrative fees collected from all parcels in Covert Township in the tax year minus all other costs to assess, collect, review, and appeal all parcels in Covert Township in that same tax year. See MCL 211.44(3).
- 3. **Costs and Direction of Litigation.** By consensus, the County and Township shall coordinate with the lead legal representative regarding strategic and operational items that typically arise in the Matters, shall enter into any necessary services contract on behalf of the County and/or Township, and shall verify all bills regarding the litigation for payment by the Members.
- 4. **Advisory Input; No Public Body.**
 - a. Representatives of each Member may, from time to time, meet to receive regular updates from the Township, County, and legal counsel regarding the status of the Matters. No meeting shall include a quorum of the board or council members of any single Member. The Members may provide purely advisory recommendations to the County and Township. Direction of the Matters is vested with the County and Township as provided in Paragraph 3.
 - b. This Agreement does not create a "public body" under the Open Meetings Act, Act 267 of 1976. The Members, acting collectively, are not empowered to exercise governmental or proprietary authority or perform a governmental or proprietary function. See MCL 15.262(a).
- 5. **Legally Binding.** The Members agree that they have the authority to enter into this Agreement and that this is contract that is legally binding contract and enforceable in Michigan courts.
- 6. **Confidentiality.** From time to time, litigation counsel may provide attorney-client privileged legal opinions or other privileged materials to the Members. The Members agree to treat such opinions and materials confidentially to the extent permitted by law. The Members further agree to contact litigation counsel if they receive a request for disclosure of such opinions or materials pursuant to the Freedom of Information Act, Act 442 of 1976, MCL 15.231 *et seq.*

7. **Withdrawal; Waiver.** Any Member may withdraw from participation in this Agreement upon providing one hundred eighty (180) days advance written notice to the other Members. Any withdrawing Member shall remain liable for its share of the Litigation Costs that were incurred prior to the Member's notice of withdrawal. In the event of a withdrawal, the withdrawing Member waives any conflict of interest and consents to legal counsel's continued representation of the other Members.
8. **Amendment.** This Agreement may be amended only in a writing signed by all of the Members.
9. **Termination.** This Agreement may be terminated only in a writing signed by all of the Members.
10. **Effective Date; Termination of Prior Agreement.** This Agreement takes effect as to each Member when the Agreement has been signed by the Member. Upon the effective date, the prior Tax Tribunal and Appeal Litigation Cost Sharing Agreement executed by the Members in 2016 (as shown on the following Attachment A) shall be replaced with the terms of this agreement, and all additional governmental units that were Members under the 2016 agreement are not in any manner considered to be Members under this Agreement.
11. **Execution of Agreement.** The Agreement may be executed in one or more counterparts (including by facsimile or .pdf signatures), each of which fully signed counterpart shall be deemed to be an original for all purposes, and all of which together shall constitute one and the same instrument. The signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, facsimiles, or .pdfs of executed copies may be treated as originals.

The Members Have the Authority to Sign on Behalf of Their Respective Organization.

Execution Page:

Member: Van Buren County

By: _____

Its: _____

Date: _____

This Agreement was approved at an open meeting of the County Board of Commissioners of Van Buren County on the _____ day of _____, 2023.

Member: Township of Covert

By: _____

Its: _____

Date: _____

This Agreement was approved at an open meeting of the Township Board of the Township of Covert on the _____ day of _____, 2023.

Attachment A—2016 Agreement

TAX TRIBUNAL AND APPEAL LITIGATION COST SHARING AGREEMENT

THIS TAX TRIBUNAL AND APPEAL LITIGATION COST SHARING AGREEMENT ("Agreement") is entered into by and between the following public entities (the "Members"): the Township of Covert ("Township"), Van Buren County ("County"), Covert Public Schools, Van Buren Intermediate School District ("ISD"), Lake Michigan College, and Van Buren District Library.

Recitals

- E. The Township is currently involved in a Michigan Tax Tribunal disputes with New Covert Generating Co., LLC, (hereinafter, "NCG") concerning assessed valuation, omitted property and additions to taxable value of its parcels located in Van Buren County (MTT Docket Nos., 447694 (12-000248), 449605 (13-001363), 449798 (13-001364), 450131 (13-001366), 450418 (13-001365), 454684 (13-001368); 14-000287; 14-004380; and 16-001888, hereinafter "Matters"). For purposes of this Agreement, the Matters also include any amendments to the petitions to add subsequent tax years; any civil enforcement actions between NCG and the Township or County; and any appeals of any decision in the Matters.
- F. The Members acknowledge that the outcome of the Matters will have a substantial and long-lasting financial impact on all of the Members, as the amounts of taxable value at issue are close to \$150,000,000, placing significant tax revenue at issue, and that a successful outcome will benefit all of the Members. The Members also acknowledge that the cost of defending the Matters will be significant and that without proper preparation, the Members will be forgoing additional tax revenue. The Members agree that the financial burden of defending the Matters should be shared by all of the Members.
- G. As authorized by Section 44 of the General Property Tax Act, MCL 211.44(3), the Members agree to share court and litigation costs incurred in any single tax year that exceed the amount of Covert Township's 1% administrative fee balance ("Litigation Costs"). The Litigation Costs include attorney fees and expenses, expert witness fees and expenses, and related costs incurred in defending against the Matters at the Michigan Tax Tribunal, the State Tax Commission and on appeal, if necessary, to Michigan's appellate courts.
- H. The litigation of this matter concerns the long-term financial health and viability of all Members, and it is the intent of this Agreement that no Member pay more than

the Member's proportional share as provided in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

12. Cost Sharing Agreement.

- a. Pursuant to the terms of this Agreement, the Members agree to share and allocate the Litigation Costs, as defined above, based on the following percentages:

Van Buren County	17%
Van Buren I.S.D.	14%
Township of Covert	18%
Covert Public Schools	44%
Lake Michigan College	4%
Van Buren District Library	3%
Total:	100%

- b. The Members agree that litigation of any issue or amount that is specific to one Member shall be paid by the Member in addition to the Member's proportionate share unless all other Members agree in writing to a different amount or method of payment.
- c. The Members agree to the creation of a Tax Litigation Fund that shall be maintained by the County as a restricted purpose fund and that will contain payments and deposits exclusively to fund the Litigation Costs. Payment of the Litigation Costs shall first be made from the Tax Litigation Fund.
- d. The Members agree that the Township shall provide an annual accounting of the administrative fee fund balance that can be used to assist in the litigation of the Matters and that the administrative fee fund balance shall be annually deposited in the Tax Litigation Fund and shall reduce the obligation of the Members.
- e. The County shall invoice each Member for amounts necessary to support Litigation Costs that exceed the Tax Litigation Fund balance or to maintain the Member's proportionate allocation as provided in paragraph 1a and the specific payment amount in paragraph 1b. Each Member shall promptly pay the County upon receipt of such invoice. If a Member is financially unable to pay its share of the cost, then another Member may voluntarily agree to pay the non-paying Member's share to be reconciled as provided in paragraph 1h.

- f. Each of the three Members identified below may limit the amount that it pays during the pendency of the litigation by indicating such limit on its signature page of this Agreement; provided, however, that such Member shall remain liable for paying the remainder of its proportionate share at the conclusion of all litigation pursuant to paragraphs 1i and 1j:
- Van Buren Intermediate School District
Covert Public Schools
Van Buren District Library
- g. The County shall directly pay the Litigation Costs and shall provide an annual statement that reconciles all payments and deposits to the Tax Litigation Fund in the proportion provided in paragraphs 1a, 1b and 1d.
- h. It is the intent of this agreement that no Member pay more than the Member's proportional share as provided in paragraphs 1a, 1b and 1d.
- i. At the conclusion of all litigation, the County shall, excluding the administrative fee fund balance, reconcile all payments and contributions and shall invoice or refund each Member as is necessary to achieve each Member's proportionate share as provided in paragraph 1a, 1b and 1d.
- j. The Members agree that on conclusion of all litigation, any increase in tax revenue for the NCG parcels shall first be used to reconcile each Member's proportionate share of expenses provided in paragraphs 1a, 1b and 1d until this amount, with interest, has been paid. Once all payments have been made to the Members and the Tax Litigation Fund has no balance, the County shall dissolve the fund.
- k. By consensus of the Members, the proportionate share and the percentage of deposits to the Tax Litigation Fund may be increased or decreased by written amendment to this Agreement.
13. **Administrative Fee Balance.** The administrative fee balance is the remaining administrative fees collected from all parcels in Covert Township in the tax year minus all other costs to assess, collect, review and appeal all parcels in Covert Township in that same tax year. See MCL 211.44(3).
14. **Costs and Direction of Litigation.** By consensus, the County and Township shall coordinate with the lead legal representative regarding strategic and operational items that typically arise in the Matters, shall enter into any necessary services contract on behalf of the County and/or Township, and shall verify all bills regarding the litigation for payment by the Members.
15. **Advisory Input; No Public Body.**

- a. Representatives of each Member may, from time to time, meet to receive regular updates from the Township, County, and legal counsel regarding the status of the Matters. No meeting shall include a quorum of the board or council members of any single Member. The Members may provide purely advisory recommendations to the County and Township. Direction of the Matters is vested with the County and Township as provided in Paragraph 3.
 - b. This Agreement does not create a “public body” under the Open Meetings Act, Act 267 of 1976. The Members, acting collectively, are not empowered to exercise governmental or proprietary authority or perform a governmental or proprietary function. See MCL 15.262(a).
16. **Legally Binding.** The Members agree that they have the authority to enter into this Agreement and that this is contract that is legally binding contract and enforceable in Michigan courts.
17. **Confidentiality.** From time to time, litigation counsel may provide attorney-client privileged legal opinions or other privileged materials to the Members. The Members agree to treat such opinions and materials confidentially to the extent permitted by law. The Members further agree to contact litigation counsel if they receive a request for disclosure of such opinions or materials pursuant to the Freedom of Information Act, Act 442 of 1976, MCL 15.231 *et seq.*
18. **Withdrawal; Waiver.** Any Member may withdraw from participation in this Agreement upon providing thirty (30) days advance written notice to the other Members. Any withdrawing Member shall remain liable for its share of the Litigation Costs that were incurred prior to the Member's notice of withdrawal. In the event of a withdrawal, the withdrawing Member waives any conflict of interest and consents to legal counsel's continued representation of the other Members.
19. **Amendment.** This Agreement may be amended only in a writing signed by all of the Members.
20. **Termination.** This Agreement may be terminated only in a writing signed by all of the Members.
21. **Effective Date; Termination of Prior Agreement.** This Agreement takes effect as to each Member when the Agreement has been signed by the Member. Upon the effective date, the prior Tax Tribunal and Appeal Joint Defense Agreement executed by the Members in 2014 shall be replaced with the terms of this agreement.
22. **Execution of Agreement.** The Agreement may be executed in one or more counterparts (including by facsimile or .pdf signatures), each of which fully signed counterpart shall be deemed to be an original for all purposes, and all of which together shall constitute one and the same instrument. The signature pages may be collected and annexed to one or more documents to form a complete

counterpart. Photocopies, facsimiles, or .pdfs of executed copies may be treated as originals.

The Members Have the Authority to Sign on Behalf of Their Respective Organization.

[SEPARATE SIGNATURE PAGES FOLLOWED]



**Van Buren County
Finance Department**

Suite 304
219 E Paw Paw Street
Paw Paw, MI 49079
Phone 269-657-8254

Covert Township
73943 Lake Street
Covert, MI 49043

INVOICE

Invoice Nbr:	23-0000389
Invoice Date:	06/30/2023
Customer ID:	COVERT TOWNSHIP
Service Date:	06/30/2023
Invoice Amt:	\$64,196.92
Due Date:	08/31/2023
Amt. Remitted:	\$



*** RETURN UPPER PORTION WITH YOUR PAYMENT ***

INVOICE DETAILS:	AMOUNT:
NCG Appeals cost sharing	0.50 \$128,393.84 \$64,196.92

For 50% of NCG Tax appeal costs paid by Van Buren County
for service provided from 7/1/2022 to 6/30/2023.

INVOICE TOTAL:	\$64,196.92
CREDITS APPLIED:	\$0.00
PAYMENTS APPLIED:	\$0.00
INVOICE BALANCE:	\$64,196.92

From: Wayne Nelson
To: Supervisor
Cc: John Faul; Lorna Nenciari
Subject: MCG Tax Appeals Cost Sharing
Date: Thursday, July 27, 2023 4:41:02 PM
Attachments: image006.png
 image009.png
 image012.png
 Receipt 380 for Invoice 22-0000365.pdf
 Invoice--Foster Swift 2023-07-18 862181.pdf
 Billing--23-0000389 Covert Twp.pdf

Hi, Daywi,

Thanks for your check of \$45,513.55 for the remaining township portion for your fiscal year ending 6-30-2022. Attached is the receipt.

We now have the invoice (attached) from Foster Swift for their June services; the Board of Commissioners reviewed and approved payment of this \$3,126.68 and the payment is in process. This means that we will have paid a total of \$128,393.84 in invoices for Foster Swift and Knotek Law covering services for your fiscal year of 7-1-2022 to 6-30-2023. 50% of this is \$64,196.92 and our bill to you in that amount is also attached.

Here is a summary of all project costs as invoiced as paid, listed by your fiscal year:

New Covert Generating Cost Sharing Arrangement					
Summary of Costs by Township and County Fiscal Years					
Prepared as of July 27, 2023					
Costs by Covert Township's Fiscal Years					
Fiscal Year Starting	Fiscal Year Ending	Invoiced	Paid	Balance	Cummulative
July 1, 2015	June 30, 2016	14,642.84	14,642.84	-	14,642.84
July 1, 2016	June 30, 2017	339,134.98	339,134.98	-	353,777.82
July 1, 2017	June 30, 2018	1,472,132.67	1,472,132.67	-	1,825,910.49
July 1, 2018	June 30, 2019	710,558.55	710,558.55	-	2,536,469.04
July 1, 2019	June 30, 2020	95,485.87	95,485.87	-	2,631,954.91
July 1, 2020	June 30, 2021	47,438.35	47,438.35	-	2,679,393.26
July 1, 2022	June 30, 2022	236,826.20	236,826.20	-	2,916,219.46
July 1, 2023	June 30, 2023	128,393.84	125,267.16	3,126.68	3,044,613.30
July 1, 2024	June 30, 2024	-	-	-	3,044,613.30
Totals		3,044,613.30	3,041,486.62	3,126.68	

Here is the current Executive Summary:

New Covert Generating Cost Sharing Group							
Executive Summary of Costs, Payments and Unit Obligations & Summary of Invoices							
Prepared as of July 27, 2023							
For Periods Through April 2019							
For Periods After April 2019							
For All Periods							
Item	Total	Covert Public Schools	Covert Township	Lake Michigan College	Van Buren County	Van Buren District Library	Van Buren ISD
Allocated % for cost periods thru April-2019	100.0000%	44.5300%	15.5700%	4.4200%	18.0000%	2.7000%	14.7800%
Effective Percentage thru April 2019 (due to CPS Cap)	100.0000%	17.8400%	15.5700%	4.4200%	44.6900%	2.7000%	14.7800%
Reallocated % for cost periods after April-2019	100.0000%	0.0000%	50.0000%	0.0000%	50.0000%	0.0000%	0.0000%
Effective Percentage after April 2019	100.0000%	0.0000%	50.0000%	0.0000%	50.0000%	0.0000%	0.0000%
Total Effective Percentage--All Periods	100.0000%	14.7802%	29.9367%	3.2192%	39.3328%	1.9665%	10.7647%
Total Shared Net Costs through April 2019	\$ 2,522,718.09	\$ 450,000.00	\$ 650,508.10	\$ 98,012.18	\$ 936,584.04	\$ 59,871.69	\$ 327,742.08
Total Shared Net Costs after April 2019	521,895.21	-	260,947.60	-	260,947.61	-	-
Total Shared Costs Net of Covert Admin Fee--All Periods	\$3,044,613.30	\$ 450,000.00	\$ 911,455.70	\$ 98,012.18	\$1,197,531.65	\$ 59,871.69	\$ 327,742.08
Less: Direct Vendor Payments by Unit	64,391.68	-	64,391.68	-	-	-	-
Less: County General Fund share of paid costs Note1	850,184.68	-	-	-	850,184.68	-	-
Less: Payments to County from Taxing Units	2,065,840.02	450,000.00	782,867.10	98,012.18	347,346.97	59,871.69	327,742.08
Total Current Shared Cost Obligation Balance	\$ 64,196.92	\$ -	\$ 64,196.92	\$ -	\$ -	\$ -	\$ -
Current billed and unpaid invoices to Units	64,196.92	-	64,196.92	-	-	-	-
Current unbilled to Units	-	-	-	-	-	-	-
Current due from Units	\$ 64,196.92	\$ -	\$ 64,196.92	\$ -	\$ -	\$ -	\$ -
Estimated Additional Costs of Continuing Appeal Note2	40,000.00	-	20,000.00	-	20,000.00	-	-
Current due from Units for current PLUS estimated future costs	\$ 104,196.92	\$ -	\$ 84,196.92	\$ -	\$ 20,000.00	\$ -	\$ -

Notes:

1. Since May 31, 2019, the county pays all costs directly from its General Funds and no longer bills itself.
2. The actual costs of continuing the appeal may be higher or lower than the current \$3,084,613 estimated costs. This estimate is the higher of the Board of Commissioners approved ceiling (currently less than already incurred costs) or the administrative estimate of \$40,000.



Wayne Nelson
 Accounting and Operations Consultant
Van Buren County GIS
 a: 219 E. Paw Paw St.
 Suite 201
 Paw Paw, MI 49079
 t: 269-657-8200 Ext. 1299
 f: 269-657-8252
 w: <https://www.vanburencountymi.gov>
 e: NelsonW@vanburencountymi.gov

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From: Shari Miranda
To: Supervisor; Laura Fogarty
Subject: FW: Covert Township Insurance Renewal 8/1/23 - 8/1/24
Date: Monday, July 31, 2023 3:31:45 PM
Attachments: [bhs-insurance_logo_navy-branded_21af67e1-e55b-49f5-a091-de677c2140ad.png](#)
[036_sm_fb_a1347472-45be-4a2b-a031-b201fa688c57.png](#)
[036_sm_in_468e365e-e301-4c97-a0b4-805c9a892f6e.png](#)
[036_sm_twitter_ead36a19-13db-46c4-9186-b34bea97203c.png](#)
[036_sm_instagram_9927e091-e056-4b30-a2b6-e681664c9634.png](#)
[23 - 24 Auto Identification Cards.pdf](#)
[23-24 Renewal Proposal.PDF](#)

Hi Daywi & Laura,

I am just checking in to see if you have any questions or if there is anything I can do to help with the renewal. Hopefully, you have the ID cards printed & doled out to their respective vehicles – the old ones will expire at midnight tonight.

I wanted to let you know that I have bound the 8/1/23 Package renewal as proposed so we don't have any issues. I know you don't have a meeting for a couple weeks yet so whenever you can send the signed documents is fine. Also, the builders risk policy will be extended until November 15th and Chubb is working on getting an extension endorsement issued.

Call me or email me if I can help with anything.

Thanks!
Shari

Shari Miranda CIC
Business Insurance



T: 616-510-2431
SMiranda@bhsins.com
2822 W. Shore Dr, Holland, MI
[bhsins.com](#)



This e-mail and any files transmitted with it are confidential and intended solely for the addressee. Any views or opinions expressed are solely those of Shari Miranda and do not necessarily represent those of BHS. The recipient should check this e-mail and any attachments for the presence of viruses. BHS accepts no liability for any damage caused by viruses. Please note that coverage cannot be bound or changed using email without verification from a licensed representative.

From: Shari Miranda
Sent: Friday, July 14, 2023 3:54 PM
To: Covert Township <Supervisor@Coverttwp.com>; officemanager <officemanager@coverttwp.com>
Subject: Covert Township Insurance Renewal 8/1/23 - 8/1/24

Hi Daywi & Laura,

I hope all is well with you both! I know I mentioned this last month when I was looking for updates from the various departments but it's time again – insurance renewal. (Just FYI -the Fire Dept did not respond with any changes so their autos and scheduled items lists are per expiring). I have everything back from the Michigan Township Par Plan and it is included in the information is attached for your review. You will find a summary of proposed coverages, current exposures and premium information (Page 17). Unfortunately, both the Property *values* and *premium* in general reflect an increase due to inflation and the rising cost of parts, labor, building materials, etc. We are also in the midst of a "hard market" with insurance rates right now which further equates to increases in premium, deductibles in some cases and mandatory Property value changes which in turn affect premiums. The cost of claims – particularly building repairs/replacement in claim scenarios has skyrocketed like everything else these days.

With that said, your building values were increased somewhat (below) in order to keep up accordingly. I would recommend the township look at all the building values though with an eye toward what they would cost to replace them in today's climate-some of them still seem fairly low to me. I am happy to review this further and/or provide a spreadsheet with information on the buildings that strike me as underinsured. We can endorse these at any point once you've had a chance to review them.

Loc #	Bldg #	Street Address	Expiring Building Value	Increased Building Value included in Proposal attached
ALL	ALL	See schedule in Proposal	\$11,707,831	\$12,878,614

Included in the Proposal are the following documents that need to **be signed and returned** at your earliest convenience so we can proceed (I do not need the entire Proposal returned-just these 3 pages):

(Page 18) 23 - 24 Authorization to Bind – please complete all sections, sign & return
(Page 19) 23 - 24 Terrorism election form - please select either "Accept" or "Decline" sign & return (Additional premium of \$390 was not included in the invoice)
(Page 20) 23 - 24 Application Declaration - please sign & return
(Pages 21-23) 23 – 24 Statement of Values – please sign on page 23 & return
(Page 24) 23 - 24 Invoice - Please remit payment to Berends Hendricks Stuit, 2822 Westshore Dr Holland, MI 49424

Also attached you will find a set of Auto Certificates to be printed & placed in the appropriate vehicles.

Michigan Township Participation Plan premium info

Expiring premium: \$96,426

Renewal premium: \$104,624*

*Premium includes increased Property values from orange column mentioned above.

I know there is a lot here to review so – please do not hesitate to email me or call me to help or with any questions I am happy to come down & review with you as well, just let me know.

Thank you for your continued confidence in Berends, Hendricks Stuit, it is appreciated.

Shari

P.S. The township does not currently have a Cyber liability policy, it would be a really good idea to consider purchasing that coverage. I can get you a fairly short application to complete and get a quote accordingly if you are interested. Events to consider when thinking about the coverage and its value include:

- Laptop/smart phone getting lost/stolen with sensitive information
- Police Records accessed
- Employee Records including salary and social security numbers
- Tax Records
- Assessing Records
- Voting Information

- Extortion-overtaking your servers until you pay ransom
- Credit cards whether outsourced to another party or not, the township could still be brought into a suit
- Social media, Facebook conversations
- Infringement of slogans, copyrights and trademarks of third parties
- Virus destroying your data and/or computer hard drives and erasing information
- Paper files not destroyed that could get in the hands of a third party

COMMERCIAL INSURANCE PROPOSAL



COVERT TOWNSHIP

8/1/2023 - 8/1/2024



Shari Miranda, CIC
BHS Insurance
2822 Westshore Drive
Holland, MI 49424

THIS DOCUMENT SUMMARIZES YOUR INSURANCE. THIS IS NOT A CONTRACT. THE TERMS OF THE POLICY FORMS WILL CONTROL THE INSURANCE CONTRACT WITHOUT REGARD TO ANY STATEMENT MADE IN THIS SUMMARY.

Service Team

Phone Number: (616) 396-2000

Toll Free Phone Number: (800) 350-7676

Fax Number: (616) 396-9591

Team Leader/Account Executive

Overall responsibility for account, consultant, strategist, administration of client's insurance programs, policy amendments, invoicing & statements and claims reporting

Shari Miranda, CIC

E-mail: Smiranda@bhsins.com

Phone number : 616 510-2431

Account Manager Backup

Administration of client's insurance programs, policy amendments, invoicing & statements and claims reporting

Sharon Lenhart

E-mail: SLenhart@bhsins.com

Phone number : (616) 261-7354

HR Coach & Consultant

Conduct an evaluation of the HR functions of your organization and give best practices advice and solutions. Some of the we will evaluate include: Recruiting, Hiring, Policies, Performance, Management and more.

Denise Neuhaus

E-mail: dneuhaus@bhsins.com

Phone number: (616) 261-7314

Risk Management

BHS provides safety and loss control services to our clients. Our experts partner with clients to decrease the likelihood of an accident and thus potentially reduce insurance premiums. We offer Risk Exposure Review including: Injury Reporting and Trend Analysis, OSHA 300 Training, Construction Audits and more.

Rich DeLeau

E-mail: rdeleau@bhsins.com

Phone number: (616) 261-7378

Claims Specialist - Other than Workers Compensation

Handles day to day claims

Hope Bush

E-mail: hbush@bhsins.com

Phone number: (616) 261-7331

CONFIDENTIALITY STATEMENT

We consider any information presented by Berends Hendricks Stuit Insurance Agency in our proposal as well as subsequent verbal and written communications between our organizations as confidential.

We ask that other agents not have access to our material and that information presented in this proposal be shared only with those who have a need to know within your company.

We make our commitment to you that information already received from you, and additional information to follow, will be treated with the same high level of respect and confidentiality.

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NAMED INSUREDS

NAMED INSURED	INTEREST	LISTED ON POLICY(S):
Covert Township	First Named Insured	

LOCATION SCHEDULE

LOC #	BLDG #	ADDRESS
1	1	73943 Lake • Covert MI 49043
1	2	R73943 Lake • Covert MI 49043
2	1	74034 34th • Covert MI 49043
2	2	R74034 34th • Covert MI 49043
3	1	33380 M-140 • Covert MI 49043
3	2	33380 M-140 • Covert MI 49043
5	1	33880 M-140 • Covert MI 49043
6	1	Park • Covert MI 49043
6	2	Park • Covert MI 49043
6	3	Park • Covert MI 49043
6	4	Park • Covert MI 49043
6	5	Park • Covert MI 49043
8	1	34th W of 140 • Covert MI 49043
8	2	34th W of 140 • Covert MI 49043
9	1	140 S of 378 • Covert MI 49043
10	1	378 W of 140 • Covert MI 49043
11	1	Water Tower • Covert MI 49043
12	1	Water Pumping Station • Covert MI 49043
13	1	78085 CR 378 W • Covert MI 49043
14	1	M140 Highway • Covert MI 49043
15	1	33680 M140 Highway • Covert MI 49043
16	1	80559 32nd St • Covert MI 49043 (Cabin #1)
16	2	80559 32nd St • Covert MI 49043 (Cabin #2)
16	3	80559 32nd St • Covert MI 49043 (Cabin #3)
16	4	80559 32nd St • Covert MI 49043 (Cabin #4)
16	5	80559 32nd St • Covert MI 49043 (Restroom/Shower Bldg)
17	1	33805 M-140 HWY • Covert MI 49043

COMMERCIAL PROPERTY

Issuing Company: U. S. Specialty Insurance Co.
 Policy Number:
 Policy Term: 8/1/2023 to 8/1/2024

PROPERTY COVERAGE DETAIL

Loc #	Bldg #	Premises Description	Subject	Amount	Val	Co-Ins %	Cause of Loss	Ded
0	0	Blanket	Building Total Blanket	\$12,878,616	R	100%	Special	\$1,000
0	0	Blanket	Contents Total Blanket	\$333,952	R	100%	Special	\$1,000
1	1	Township Hall	Building	\$1,548,269	R	100%	Special	\$1,000
1	1	Township Hall	Personal Property	\$41,812	R	100%	Special	\$1,000
1	2	DPW Garage	Building	\$295,578	R	100%	Special	\$1,000
2	1	Fire & AMB Station	Building	\$1,155,000	R	100%	Special	\$1,000
2	1	Fire & AMB Station	Personal Property	\$55,052	R	100%	Special	\$1,000
2	2	Well House	Building	\$21,748	R	100%	Special	\$1,000
3	1	Police Building	Building	\$395,514	R	100%	Special	\$1,000
3	1	Police Building	Personal Property	\$20,908	R	100%	Special	\$1,000
3	2	Garage #2 (Frame)	Building	\$52,077	R	100%	Special	\$1,000
5	1	Museum	Building	\$961,153	R	100%	Special	\$1,000
5	1	Museum	Personal Property	\$58,350	R	100%	Special	\$1,000
6	1	Concession	Building	\$512,336	R	100%	Special	\$1,000
6	2	Picnic Shelter	Building	\$58,947	R	100%	Special	\$1,000
6	3	Restroom Building	Building	\$107,250	R	100%	Special	\$1,000
6	4	Park Storage	Building	\$23,928	R	100%	Special	\$1,000

Loc #	Bldg #	Premises Description	Subject	Amount	Val	Co-Ins %	Cause of Loss	Ded
6	5	Boardwalk & Benches	Building	\$52,192	R	100%	Special	\$1,000
8	1	Transfer Station	Building	\$8,447	R	100%	Special	\$1,000
8	2	Lift Station	Building	\$43,492	R	100%	Special	\$1,000
9	1	Lift Station	Building	\$43,492	R	100%	Special	\$1,000
10	1	Lift Station	Building	\$43,492	R	100%	Special	\$1,000
11	1	Water Tower	Building	\$572,649	R	100%	Special	\$1,000
12	1	Water Pumping Station	Building	\$324,743	R	100%	Special	\$1,000
13	1	Community Center	Building	\$840,840	R	100%	Special	\$1,000
13	1	Community Center	Personal Property	\$37,630	R	100%	Special	\$1,000
14	1	Covert Cemetery #1	Building	\$46,680	R	100%	Special	\$1,000
15	1	Library	Building	\$1,407,516	R	100%	Special	\$1,000
16	1	Cabin #1	Building	\$23,760	R	100%	Special	\$1,000
16	2	Cabin #2	Building	\$23,760	R	100%	Special	\$1,000
16	3	Cabin #3	Building	\$23,760	R	100%	Special	\$1,000
16	4	Cabin #4	Building	\$23,760	R	100%	Special	\$1,000
16	5	Shower/Restroom	Building	\$418,233	R	100%	Special	\$1,000
17	1	Police/Fire Complex	Business Personal Property	\$120,200	R	100%	Special	\$1,000
17	1	Police/Fire Complex	Building	\$3,850,000	R	100%	Special	\$1,000

Definitions

Val = Valuation

Co-Ins% = Coinsurance Percentage

Ded = Deductible

R = Replacement Cost

ADDITIONAL INTERESTS

Type	Name/Address	Location / Building #
Loss Payee	Pitney Bowes Credit Corp PO BOX 5590 Shelton CT 06485-5590	Postage Meter

PROPERTY COVERAGE ENDORSEMENTS

Total Building and Contents Limit	\$13,212,568
Coinsurance	N/A
Subject to:	\$1,000 Deductible
Blanket Basis	Included
Agreed Amount	Included
Building Valuation—per schedule on file with company	Replacement Cost
Special Form	Included
Accounts Receivable	\$250,000
Animal Mortality	\$10,000 any one occurrence
Business Income	\$500,000 any one occurrence
Extra Expense	\$500,000 any one occurrence
Debris Removal	25% of direct physical loss or damage to
covered property	
Electrical Utility Service Interruption	\$25,000 any one occurrence
Fire Department Service Charge	\$5,000 for your liability
Fire Equipment Recharge	\$5,000 for each separate 12 month period
Foundations of Machinery	\$250,000 any one occurrence
Golf Course Greens	\$100,000 any one occurrence
Inventory or Appraisal	\$10,000 any one claim
Newly Acquired or Constructed Prop – Bldg	\$1,000,000 for 180 days at each building
Newly Acquired or Constructed Prop – Contents	\$250,000 at each building
Outdoor Property – Specifically Listed Items	\$10,000 any one occurrence; Limited Perils
Outdoor Property – All Other Items	\$5,000 any one occurrence; Limited Perils
Personal Effects – Property of Others	\$1,000 for personal property of any one employee or volunteer
	\$50,000 any one occurrence
	\$15,000 any one occurrence for property of others
Property in Transit	\$50,000 any one occurrence
Property off Premises	\$100,000 any one occurrence
Underground Pipes, Flues or Drains	\$1,000,000
Valuable Papers & Records – Cost to Research	\$250,000 any one occurrence
Law and Ordinance Coverage	Actual Loss Sustained
Earthquake Coverage	\$1,000,000 subject to \$50,000 Deductible
Flood Coverage	\$100,000 subject to \$10,000 Deductible
(Any location in the following flood zones is excluded: Flood Zones A, AO, AH, A1 - A30, A99, V, V1-V30. Any area later designated by FEMA as a "special flood coverage area" at the time of a Covered Cause of Loss is also subject to this limitation. Any area removed by FEMA from a "special flood coverage area" designed at the time of a Covered Cause of Loss is not subject to this limitation.)	
Equipment & Mechanical Breakdown	Included
	Subject to: \$1,000 Deductible
Law and Ordinance Limit \$250,000	

EQUIPMENT FLOATER

Issuing Company: U. S. Specialty Insurance Co.
Policy Number:
Policy Term: 8/1/2023 to 8/1/2024

COVERAGE DETAIL

Description	Value
Coverage type	Inland Marine
Valuation	Replacement Cost
Total Scheduled Amount	See Below
Deductible	\$1,000

UNSCHEDULED EQUIPMENT

Description	Maximum Item	Amount of Ins
Misc Township Property & Equipment		\$10,000 (Included below)
Misc Ancillary Equipment (Fire Dept)		\$55,000 (Included below)

SCHEDULED EQUIPMENT

Year	Dept	Description	Description	Amount of Insurance
	DPW	Erskine Rotary Snow Blower	780rm	\$3,500
	DPW	Snow Blower	1330 Se	\$3,500
	DPW	Exmark Zero Turn	E Series	\$7,941
	DPW	John Deere Cab Tractor	6105e	\$65,200
	DPW	Woods BH90x Backhoe		\$8,980
	DPW	John Deere	Riding	\$23,646
	DPW	Misc Equip DPW		\$28,000
	DPW	Eaton	Generator	\$23,000
2018	DPW	Snowplow W/Attach	Dpw	\$3,500
	DPW	Kubota Tractor	B2650	\$20,639
	DPW	Kubota Bucket	La534	\$3,700
	DPW	Kubota Broom	B2779	\$3,865
	DPW	Western V	(2) Plows	\$5,500
	DPW	Kubota 60" Cutter	Rck60-30ba	\$2,800
	DPW	Kubota Snow Blower	B2781b	\$4,896
	DPW	Woods Batwing	126	\$13,660
	DPW	John Deere Bucket	540m	\$8,700
	DPW	Cummins	Portable	\$45,000

2023	DPW	SCAG Power Equipment Wind Storm		\$10,705
2019	Fire	Mako Air Compressor SCFS Bam06h		\$43,000
2005	Fire	Kawasaki Mule		\$8,434
2017	Fire	New Digital Police & Fire Complex Sign		\$15,000
2021	Fire	(2) Lucas CPR Machines		\$30,000
2020	Fire	Air Packs w/ HUD Unit	W/Spare	\$94,000
	Fire	Thermal Imaging Unit		\$24,000
	Fire	Turn Out Gear		\$80,500
	Fire	Misc Radios and Pagers		\$70,000
	Fire	Jaws Of Life		\$120,000
2021	Fire	Physio Control (2) ALS Monitors		\$73,000
	General	Metal Sign @ Town Hall		\$15,000
	Parks and	New Veterans Memorial		\$48,000
	Parks and	Playground Equipment	Veterans	\$27,135
	Police	Misc Radio Equip		\$17,500
	Police	Misc Police Uniforms		\$12,000
	Police	Misc Equip Police	Weapons	\$13,100
	Police	Suzuki & Artic Cat	Quads	\$18,000
	Streets and	(4) Signs –Welcome to Covert		\$14,000
	ALL	MISC Property & Equipment (No Item Over \$25,000)		\$10,000
	Fire	Misc Ancillary Equipment (No Item Over \$25,000)		\$55,000
		Total Insured Value		\$1,074,401

ELECTRONIC DATA PROCESSING

Issuing Company: U. S. Specialty Insurance Co.
Policy Number:
Policy Term: 8/1/2023 to 8/1/2024

COVERAGE DETAIL

Loc#	Bldg#	Subject	Amount	Deductible
1	1	Total Limit	\$100,000	\$1,000
1	1	System Breakdown Coverage	Included	

GENERAL LIABILITY

Issuing Company: U. S. Specialty Insurance Co.

Policy Number:

Policy Term: 8/1/2023 to 8/1/2024

COVERAGE DETAIL

Coverage	Limits
General Aggregate	\$0
Products / Completed Operations Aggregate	\$0
Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Fire Damage (Any One Fire)	\$500,000
Medical Expense (Any One Person)	\$10,000
Property Damage Deductible	\$0
Bodily Injury Deductible	\$0
Employee Benefits (Claims Made) Liability Limit/Aggregate	\$1,000,000/\$3,000,000
Employee Benefits (Claims Made) Liability Deductible	\$0
Sewer Backup Liability Limit/Aggregate	\$100,000 /\$100,000
Cemetery Professional Liability	Included
Cyber Liability – not included	Can be quoted

ADDITIONAL INTERESTS

Loc	Interest Type	Name
	Additional Insured	Van Buren County Road Commission, The Board Of County Commissioners

WRONGFUL ACTS LIABILITY (ERRORS & OMISSIONS)

Issuing Company: U. S. Specialty Insurance Co.

Policy Number:

Policy Term: 8/1/2023 to 8/1/2024

Public Officials/Wrongful Acts – Occurrence Form

Limits of Liability	Deductible	Description
\$3,000,000	\$0	Per Occurrence/\$0 Aggregate
\$100,000	\$0	Zoning Per Occurrence/\$0 Aggregate
\$10,000	\$0	Non-Monetary Damage Per Suit/\$25,000 Per Policy Limit

Please note: Wrongful Acts Deductible and Loss Adjustment Expenses Apply to EPLI.

LAW ENFORCEMENT–OCCURRENCE FORM

Issuing Company: U. S. Specialty Insurance Co.

Policy Number:

Policy Term: 8/1/2023 to 8/1/2024

Law Enforcement – Occurrence Form

Limits of Liability	Deductible	Description
\$3,000,000	\$0	Per Occurrence/\$0 Aggregate

COMMERCIAL AUTO

Issuing Company U. S. Specialty Insurance Co.
Policy Number
Policy Term 8/1/2023 to 8/1/2024

COVERAGE DETAIL

Description	Symbol*	Limits
Bodily Injury & Property Damage Liability Combined Single Limit	1	\$3,000,000
Uninsured/Underinsured Motorists Liability	2	\$100,000
Personal Injury Protection Liability	5	Unlimited
Property Protection Insurance	5	Included
Limited Property Damage Buyback	5	\$1,000
Comprehensive Deductible	7	\$1,000
Collision Deductible	7	\$1,000
Hired / Borrowed Auto Liability	8	Included
Non-owned Auto Liability	9	Included

*Symbol Definitions		
(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified On Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject To Compulsory U.M. Law	(9) Non-Owned Autos

Important note

Michigan Law (MCLA 500.3101) **requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times.** An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor.

VEHICLES

DEPT	YEAR	MAKE / MODEL	VIN #	LIAB	UM/UIM	COMP DED	COLLISION DED	COST NEW
DPW	2013	FORD F250 PICKUP/SNOW PLOW	1FT7X2B66DEA09477	X	X	\$1,000	\$1,000	\$30,230
DPW	2018	FORD F250 PICKUP (DPW)	1FTBF2B65JEC6Y212	X	X	\$1,000	\$1,000	\$35,780
TWP	2010	FORD EXPEDITION (TWP)	1FMJU1G57AEB48730	X	X	\$1,000	\$1,000	\$25,736
FIRE	2002	LAFRANCE PUMPER #1971	1FVABUAK01HH33200	X	X	\$1,000	\$1,000	\$350,000
FIRE	2006	FORD F-350 GRASS RIG #1960	1FTWF31Y46EB27246	X	X	\$1,000	\$1,000	\$21,701
FIRE	2012	FORD BRUSH TRUCK F-550	1FDUF5HT1CEB08626	X	X	\$1,000	\$1,000	\$99,445
FIRE	2019	KME FIRETRUCK	1K9AF4S80KN058894	X	X	\$1,000	\$1,000	\$611,000
FIRE	2019	FORD F550 XLT AMBULANCE	1FDUF5HY6KDA17769	X	X	\$1,000	\$1,000	\$259,000
FIRE	2016	FORD F150 COMMAND FIRE	1FTEW1EP5GFC18636	X	X	\$1,000	\$1,000	\$36,565
FIRE	2012	FORD F450 AMBULANCE	1FDUF4HTXBEC71977	X	X	\$1,000	\$1,000	\$195,000
FIRE	2006	WELLS CARGO UTILITY TRAILER	1WC200E1X61115425	X	X	Not covered	Not covered	N/A
FIRE	2005	HOLLAND TRAILER (VIPER)	618	X	X	Not covered	Not covered	N/A
POLICE	2006	R & R ALUM SNOW TRAILER POLICE	5KG1A102461000846	X	X	Not covered	Not covered	N/A
POLICE	1996	R & R ALUMINUM TRAILER	9999	X	X	Not covered	Not covered	N/A
POLICE	2017	FORD EXPLORER POLICE	1FM5K8AR8HGA77113	X	X	\$1,000	\$1,000	\$27,453
POLICE	2019	FORD EXPLORER POLICE	1FM5K8AR2GB14417	X	X	\$1,000	\$1,000	\$30,620
POLICE	2016	FORD EDGE POLICE	2FMTKY4G89FBB59922	X	X	\$1,000	\$1,000	\$30,095
POLICE	2020	FORD EXPLORER (POLICE)	1FM5K8BR2MGA33839	X	X	\$1,000	\$1,000	\$36,325

Please evaluate Cost New above -these may need to be increased to maintain replacement cost on vehicles particularly Fire Dept vehicles.

PREMIUM SUMMARY

Line of Business	Annualized Expiring Premium	Renewal Premium
Package	\$96,426	\$104,624
Property	Included	Included
General Liability	Included	Included
Equipment Floater	Included	Included
Crime	Included	Included
Business Auto	Included	Included
Total Premium*:	\$96,426	\$104,624

*Terrorism coverage is not included in the above premium but is available at addition cost

Premium Threshold

Most endorsements which generate \$300 or less additional or return premium are waived with the exception of the Michigan Catastrophic Claims Association fees.

CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of your renewal for insurance coverages effective 8/1/23to 8/1/24, we accept your insurance program subject to the following exceptions/changes:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages. We confirm the values, schedule, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

AUTHORIZED INDIVIDUALS

As an authorized representative of the First Named Insured, Covert Township, I hereby authorize the following individuals to act on my behalf in requesting coverage changes, additions, reductions or eliminations. If this list of authorized individuals changes, I agree to notify Berends Hendricks Stuit Insurance in writing.

Name	Title

POLICY DELIVERY

I, _____ of Covert Township would like to receive the company’s insurance policies in the following format: ☐ Paper Copy or ☐ Electronically

I give Berends Hendricks Stuit Insurance affirmative consent to receive any policies by secure email to the following email address: _____

Covert Township

Supervisor

Date

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015 and reauthorized in 2019, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. **HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, INCLUDING BUT NOT LIMITED TO, AN EXCLUSION FOR NUCLEAR EVENTS. PLEASE READ IT CAREFULLY.** UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase coverage for a prospective premium of \$ 390
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses arising from certified acts of terrorism. (Please check the box to the left and initial if this is your election)

Policyholder/Applicant's Signature

Print Name

Date

U.S. Specialty Insurance Company
Insurance Company

08/01/2023 - 08/01/2024
Policy Number
**COVERT TOWNSHIP
VAN BUREN**

Insured Name

HCCPN-1 (12/2020)



Applicant Name: **COVERT TOWNSHIP - VAN BUREN**
Policy Effective Date: 08/01/2023
Application Number: 3392543061701

Tokio Marine HCC Public Risk APPLICATION DECLARATION

After complete investigation and inquiry, to the best of applicant's knowledge and belief, no principals, partners, directors, officers, employees, or insurance managers have knowledge of any act, error, omission, fact, incident, situation, unresolved job dispute, accident, or any other circumstance that is or could be the basis for a claim under this proposed insurance policy.

Report knowledge of all such incidents to your current carrier prior to your current policy expiration. The proposed insurance being applied for will not respond to incidents about which you had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in this application.

The applicant has read the foregoing and understands that completion of this Application does not bind the Underwriter or other party to provide coverage. It is agreed, however, that this Application is complete and correct to the best of applicant's knowledge and belief and that all particulars which may have a bearing upon acceptability as an insurance risk have been revealed. It is understood that this Application shall form the basis of the contract should the Underwriter approve coverage and should the applicant be satisfied with the Underwriter's quotation.

It is further agreed that, if in the time between submission of this Application and the requested date for coverage to be effective, the applicant becomes aware of any information which would change the answers furnished in response to any question of this Application, such information shall be revealed immediately in writing to the Underwriter.

Signature of authorized official: _____ Date: _____

Print name of authorized official: _____

Title of authorized official: _____

Client Name: **COVERT TOWNSHIP**
Application #: 3392543061701
Michigan Township Participating Plan

7/13/2023 12:07:16 PM

STATEMENT OF VALUES

SMIRANDA

DATE (MM/DD/YYYY)

07/13/2023

AGENCY	PHONE (A/C, No. Ext): (616) 396-2000	COMPANY	NAIC CODE: 29599	PAGE
	FAX (A/C, No.): (616) 574-3317	U. S. Specialty Insurance Co.		1 OF 3
BHS Insurance - Holland		INSURED / APPLICANT	POLICY NUMBER	EFFECTIVE DATE
2822 Westshore Drive		Covert Township		08/01/2023
Holland, MI 49424		HEADQUARTERS ADDRESS		
		COINS %	APPLICABLE CAUSES OF LOSS	
		<input type="checkbox"/> 80%	<input type="checkbox"/> BASIC	<input type="checkbox"/> EARTHQUAKE COV
		<input type="checkbox"/> 90%	<input type="checkbox"/> BROAD	<input type="checkbox"/> FLOOD
CODE:	SUBCODE:	<input checked="" type="checkbox"/> 100%	<input checked="" type="checkbox"/> SPECIAL	<input type="checkbox"/> SPRINKLER LEAKAGE EXCL
AGENCY CUSTOMER ID	COVETOW-01			<input type="checkbox"/> VANDALISM EXCL
				<input type="checkbox"/> SPECIFIC AVERAGE RATE REQUESTED
				<input type="checkbox"/> BLANKET RATE REQUESTED

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

CLASS CODE	LOC #	BLDG #	DESCRIPTION AND ADDRESS OF PROPERTY	ACV/ RC ₁	SUBJECT ₂	100% VALUES	RATE OR LOSS COST ₃	PREMIUM
	1	1	DESC: Township Hall ADDRESS: 73943 Lake, Covert, MI 49043	R	B	\$1,548,269.00		
	1	1	DESC: Township Hall ADDRESS: 73943 Lake, Covert, MI 49043	R	PP	\$41,812.00		
	1	2	DESC: DPW Garage ADDRESS: 73943 Lake, Covert, MI 49043	R	B	\$295,578.00		
	2	1	DESC: Fire & AMB Station ADDRESS: R74034 34th, Covert, MI 49043	R	B	\$1,155,000.00		
	2	1	DESC: Fire & AMB Station ADDRESS: R74034 34th, Covert, MI 49043	R	PP	\$55,052.00		
	2	2	DESC: Well House ADDRESS: R74034 34th, Covert, MI 49043	R	B	\$21,748.00		
	3	1	DESC: Temporary Police Building ADDRESS: 33380 M-140, Covert, MI 49043	R	B	\$395,514.00		
	3	1	DESC: Temporary Police Building ADDRESS: 33380 M-140, Covert, MI 49043	R	PP	\$20,908.00		
	3	2	DESC: Temporary Police Garage #2 (Frame) ADDRESS: 33380 M-140, Covert, MI 49043	R	B	\$52,077.00		
	5	1	DESC: Museum ADDRESS: 33880 M-140, Covert, MI 49043	R	B	\$961,153.00		
	5	1	DESC: Museum ADDRESS: 33880 M-140, Covert, MI 49043	R	PP	\$58,350.00		
TOTAL						\$ 13,212,568.00	N/A	\$

INSTRUCTIONS

1. **ACV (Actual Cash Value) or RC (Replacement Cost):** If other valuation basis applies, provide necessary information.
2. **SUBJECT:**
 B = Building S = Stock F = Furniture & Fixtures M = Machinery
 BPP = Your Business Personal Property PPO = Personal Property of Others
 BI = Business Income R = Rental Income Other - specify
3. **RATE OR LOSS COST:** For class rated property, attach class rate information form or equivalent information for each location. For specifically rated property, attach specific rate or loss cost information if known.

SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

INSURED'S SIGNATURE: _____

TITLE: _____

DATE: _____

ACORD 139 (2004/03)

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STATEMENT OF VALUES

SMIRANDA

DATE (MM/DD/YYYY)

07/13/2023

AGENCY	PHONE (A/C, No, Ext): (616) 396-2000 FAX (A/C, No): (616) 574-3317	COMPANY	NAIC CODE: 29599	PAGE
BHS Insurance - Holland 2822 Westshore Drive Holland, MI 49424		U. S. Specialty Insurance Co.		2 OF 3
		INSURED / APPLICANT	POLICY NUMBER	EFFECTIVE DATE
		Covert Township		08/01/2023
		HEADQUARTERS ADDRESS		
CODE: SUBCODE:		APPLICABLE CAUSES OF LOSS		
AGENCY CUSTOMER ID COVETOW-01		EARTHQUAKE COV		
		FLOOD		
		SPRINKLER LEAKAGE EXCL		
		VANDALISM EXCL		
		SPECIFIC AVERAGE RATE REQUESTED		
		BLANKET RATE REQUESTED		

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

CLASS CODE	LOC #	BLDG #	DESCRIPTION AND ADDRESS OF PROPERTY	ACV/RC ₁	SUBJECT ₂	100% VALUES	RATE OR LOSS COST ₃	PREMIUM
	6	1	DESC: Concession/Living Quarters ADDRESS: Park, Covert, MI 49043	R	B	\$512,336.00		
	6	2	DESC: Picnic Shelter ADDRESS: Park, Covert, MI 49043	R	B	\$58,947.00		
	6	3	DESC: Restroom Building ADDRESS: Park, Covert, MI 49043	R	B	\$107,250.00		
	6	4	DESC: Park Storage ADDRESS: Park, Covert, MI 49043	R	B	\$23,928.00		
	6	5	DESC: Boardwalk & Benches ADDRESS: Park, Covert, MI 49043	R	B	\$52,192.00		
	8	1	DESC: Transfer Station ADDRESS: 34th W of 140, Covert, MI 49043	R	B	\$8,447.00		
	8	2	DESC: Lift Station ADDRESS: 34th W of 140, Covert, MI 49043	R	B	\$43,492.00		
	9	1	DESC: Lift Station ADDRESS: 140 S of 378, Covert, MI 49043	R	B	\$43,492.00		
	10	1	DESC: Lift Station ADDRESS: 378 W of 140, Covert, MI 49043	R	B	\$43,492.00		
	11	1	DESC: Water Tower ADDRESS: Water Tower, Covert, MI 49043	R	B	\$572,649.00		
	12	1	DESC: Water Pumping Station ADDRESS: Water Pumping Station, Covert, MI 49043	R	B	\$3,247,431.00		
TOTAL						\$ 13,212,568.00	N/A	\$

INSTRUCTIONS

1. ACV (Actual Cash Value) or RC (Replacement Cost): If other valuation basis applies, provide necessary information.
2. SUBJECT:
B = Building S = Stock F = Furniture & Fixtures M = Machinery
BPP = Your Business Personal Property PPO = Personal Property of Others
BI = Business Income R = Rental Income Other - specify
3. RATE OR LOSS COST: For class rated property, attach class rate information form or equivalent information for each location. For specifically rated property, attach specific rate or loss cost information if known.

SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

INSURED'S SIGNATURE: _____

TITLE: _____

DATE: _____

ACORD 139 (2004/03)

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STATEMENT OF VALUES

SMIRANDA

DATE (MM/DD/YYYY)

07/13/2023

AGENCY	PHONE (A/C, No, Ext): (616) 396-2000 FAX (A/C, No): (616) 574-3317	COMPANY	NAIC CODE: 29599	PAGE
BHS Insurance - Holland 2822 Westshore Drive Holland, MI 49424		U. S. Specialty Insurance Co.		3 OF 3
INSURED / APPLICANT Covert Township HEADQUARTERS ADDRESS		POLICY NUMBER	EFFECTIVE DATE 08/01/2023	
CODE:	SUBCODE:			
AGENCY CUSTOMER ID COVETOW-01				
COINS %		APPLICABLE CAUSES OF LOSS		
<input type="checkbox"/> 80%		<input type="checkbox"/> BASIC		<input type="checkbox"/> EARTHQUAKE COV
<input type="checkbox"/> 90%		<input type="checkbox"/> BROAD		<input type="checkbox"/> FLOOD
<input checked="" type="checkbox"/> 100%		<input checked="" type="checkbox"/> SPECIAL		<input type="checkbox"/> SPRINKLER LEAKAGE EXCL
				<input type="checkbox"/> VANDALISM EXCL
SPECIFIC AVERAGE RATE REQUESTED				
BLANKET RATE REQUESTED				

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

CLASS CODE	LOC #	BLDG #	DESCRIPTION AND ADDRESS OF PROPERTY	ACV/ RC 1	SUBJECT 2	100% VALUES	RATE OR LOSS COST 3	PREMIUM
	13	1	DESC: Community Center ADDRESS: 78085 CR 378 W, Covert, MI 49043	R	B	\$840,840.00		
	13	1	DESC: Community Center ADDRESS: 78085 CR 378 W, Covert, MI 49043	R	PP	\$37,630.00		
	14	1	DESC: Covert Cemetery #1 ADDRESS: M140 Highway, Covert, MI 49043	R	B	\$46,680.00		
	15	1	DESC: Library ADDRESS: 33680 M140 Highway, Covert, MI 49043	R	B	\$1,407,516.00		
	16	1	DESC: Cabin #1 ADDRESS: 80559 32nd St, Covert, MI 49043	R	B	\$23,760.00		
	16	2	DESC: Cabin #2 ADDRESS: 80559 32nd St, Covert, MI 49043	R	B	\$23,760.00		
	16	3	DESC: Cabin #3 ADDRESS: 80559 32nd St, Covert, MI 49043	R	B	\$23,760.00		
	16	4	DESC: Cabin #4 ADDRESS: 80559 32nd St, Covert, MI 49043	R	B	\$23,760.00		
	16	5	DESC: Restroom/Shower Building ADDRESS: 80559 32nd St, Covert, MI 49043	R	B	\$418,233.00		
	17	1	DESC: New Police/Fire Complex ADDRESS: 33805 M-140 HWY, Covert, MI 49043	R	BPP	\$120,200.00		
	17	1	DESC: New Police/Fire Complex ADDRESS: 33805 M-140 HWY, Covert, MI 49043	R	B	\$3,850,000.00		
TOTAL						\$ 13,212,568.00	N/A	\$

INSTRUCTIONS

1. ACV (Actual Cash Value) or RC (Replacement Cost): If other valuation basis applies, provide necessary information.
2. SUBJECT:
B = Building S = Stock F = Furniture & Fixtures M = Machinery
BPP = Your Business Personal Property PPO = Personal Property of Others
BI = Business Income R = Rental Income Other - specify
3. RATE OR LOSS COST: For class rated property, attach class rate information form or equivalent information for each location. For specifically rated property, attach specific rate or loss cost information if known.

SIGNATURE

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

INSURED'S SIGNATURE: _____

TITLE: _____

DATE: _____

ACORD 139 (2004/03)

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**INSURANCE**

2822 Westshore Drive
Holland, MI 49424

(616) 396-2000

**Covert Township
PO Box 35
Covert, MI 49043**

Invoice # 49284	Page 1 of 1
Account Number	Date
COVETOW-01	7/13/2023
BALANCE DUE ON	
8/1/2023	
AMOUNT PAID	Amount Due
	\$104,624.00

Commercial Package	PolicyNumber: M23MTP80997-05	Effective: 8/1/2023 to 8/1/2024
--------------------	------------------------------	---------------------------------

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
1918533	8/1/2023	8/1/2023	RENB	Package Renewal effective 8/1/23 - 8/1/24	\$104,624.00
Total Invoice Balance:					\$104,624.00

Visit this web address to pay online: <https://tinyurl.com/exhvtxd9>

7/13/2023

Covert Township

MIRSH1

COVERAGE REMINDERS & CONSIDERATIONS

The Coverage Considerations listed below are not intended to be an exhausted list nor is this list intended to identify all potential exposure. Please advise us if a proposal for any of these coverage's is desired.

FOR ALL POLICIES

- Review the **Named Insured, Additional Insured(s), Mortgagees and Loss Payees**.
- Review the **Premium Basis** for each coverage such as payrolls, sales, areas, cost or schedules.
- Review any **Co-insurance** requirements that may apply.

Co-insurance Formula: Insurance value carried / Insurance value required x value of the loss (less any applicable deductible) = settlement value.

Please see the policy language for further details on the coinsurance clause and potential co-insurance penalties.

- Advise us of **Any Changes or New Developments in your Operation** such as mergers or expansion in new states or countries, new entities or DBA's, new products or services, contractual agreements granting indemnity and/or hold harmless agreements, equipment owned, transportation needs or any changes to your building or occupancy of your premises such as vacancies.

PROPERTY

- **Building & Contents** values and coverage forms should be reviewed regularly to ensure they are insured adequately and any coinsurance requirements are satisfied. An appraisal of your building & contents are recommended. Improvements and Betterments should be considered too for any leased locations.
- **A business interruption worksheet** should be completed to assist in determining an adequate coverage limit. Also any Extra Expense coverage needs should be considered when determining an adequate coverage limit.
- **Building Ordinance or Law Coverage.** The endorsement is used to include protection for three additional coverage exposures: Coverage A – payment for the value of the undamaged part of a building when a building code requires its demolition following a partial loss; Coverage B – coverage for the expense of demolishing the undamaged portion of a building damaged by an insured peril including the cost of removing debris; and Coverage C – coverage for the increased costs of construction resulting from enforcement of construction or building laws. This applies to both the damaged and undamaged portion of the structure.
- **Property of others or employees'** in your possession must be scheduled, as the basic form may exclude or provide a low sub-limit for each.

- **Bailee Customers Goods Floater.** This form is used to insure against loss to property of others that is in your possession, regardless of your legal liability.
- **Utility Services – Direct Damage and Time Element.** This coverage extends Direct Damage and Business Income and Extra Expense insurance to protect against losses due to the interruption of services by a facility that provides you with power, water or communications when caused by a covered peril.
- **Debris removal** limit may be increased.
- **Coverage for Backup of Sewer or Drains, Flood & Earthquake** may be available.
- **Mobile equipment** may not be included or limited coverage under your contents coverage. Examples are tools, cameras, fine arts, musical equipment, and other mobile property.
- **Builders Risk & Installation** coverage's may be available.
- **Boiler & Machinery/Equipment Breakdown.** This coverage provides protection for the repair or replacement of equipment, pipes, vessels, air conditioning, and refrigerated equipment, electrical panels, etc. that would be damaged or destroyed from a sudden and accidental breakdown. This coverage can also include coverage for Production Equipment as well as resulting Business Income loss.
- **Vacancy Clause.** Please note that when a building is as little as 33% unoccupied/vacant, there is language in all property policies, which limits coverage. Some policies reduce the payout, some exclude coverage for such perils as broken pipes, vandalism and other. If you experience this situation, please notify your agent to see if there are other options for you.

CRIME

- **Computer Fraud, Fund Transfer Fraud, Social Engineering, Forgery or Alteration and Money & Securities** should be considered.
- **3rd Party Employee Dishonesty** is recommended if your employees have access to client property.
- **Fiduciary Liability, Directors & Officers Liability, Kidnap/Ransom, Extortion and Identity theft** may be available.

INLAND MARINE

- Motor Truck Cargo, Property in Transit, Ocean Cargo, Installation Floaters, Misc. & Scheduled Equipment coverage and Rented, Leased, Borrowed Equipment coverage and Employee Tool coverage should be considered.

LIABILITY

- **A formalized program** to review certificates should be established. Your company should require, from any subcontractor doing work on your behalf, certificates of insurance requiring that the subcontractors have limits of liability for General Liability, Automobile, and Workers Compensation at least as high as the limits you have. If you fail to do this, payments you make can be charges against your Workers Compensation or General Liability policies. This could result in substantial additional premium charges.
- **Any subcontractors should name your company as an Additional Insured**, and this should be noted on the certificate of insurance.
- **Hold Harmless Agreements** should be included in any contracts. Your attorney should review these.
- **Fire Legal Liability** limit should be reviewed. The building lease may include contractual transfer of loss.
- **Warehouse Legal** exposure. **Employee Benefits Liability** – this protects against suits alleging damage because of handling of employee benefits. As an example, this coverage would protect the insured if an employee, by error, is not added to the group health plan. This can be added to the present plan at a nominal cost if not included now.
- **Claims Made** – any situation that you feel could lead to a claim must be reported to the carrier prior to the policy expiration or extended reporting period to avoid potential claim denial.
- **Professional Liability, Directors & Officers Liability, Employment Practice Liability, Pollution Liability, Cyber Liability and Multi-International coverage's** should be considered.

AUTOMOBILE

Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. **An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor.**

- **Drive Other Car** coverage and schedule of individuals should be reviewed.
- **Broadened PIP** including names of family members
- **Higher limits** of liability and uninsured & underinsured motorist should be considered.
- **Towing & Rental Reimbursement** coverage is available.
- **All aftermarket equipment on vehicles must be scheduled.**

- **Hired Auto Physical Damage**

- Assure proper coverage for your hired/rented auto physical damage. You need to have a clear company procedure for employees' short-term hired/rented car physical damage. Adopt one of the following procedures (each may have a limit for the value of any one vehicle):
 - Add Hired Auto Physical Damage to your existing automobile policy, if not currently provided.
 - Employees place rental contracts only on credit cards providing this rental physical damage coverage.
 - Require employees to accept physical damage coverage through the auto rental company. This is the most expensive option of the three.
 - Because of high value exposures, an established company procedure is important.
- Any autos you lease, hire, rent, or borrow from any of your employees or partners or members of their household should be reviewed.

WORKERS COMPENSATION

Workers Compensation Insurance is required by Law in the State of Michigan. There are severe consequences to an employer who fails to carry workers compensation insurance.

- **Stop Gap Coverage** can be added to extend employers liability coverage for monopolistic states. However, workers comp for monopolistic states must be purchased directly from the State Fund and cannot be added to your policy.
- **Endemic Disease and Repatriation** coverage should be added if foreign travel exposure exists.
- **Advise your agent if you will be traveling to other states or countries.**

UMBRELLA (IF APPLICABLE)

- **Higher limits** should be considered.

COVERT TOWNSHIP

VAN BUREN COUNTY, MICHIGAN

COVERT TOWNSHIP ORDINANCE NO. _____

Adopted: _____

Effective: _____

**ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT PROVISIONS
OF THE STATE CONSTRUCTION CODE**

An Ordinance addressing flood plain management provisions of the State Construction Code; affirming Covert Township as the enforcing agency for the flood plain management provisions of the State Construction Code; designating the Covert Township Building Official as the contact point for the discharge of said flood plain management responsibilities; designating regulated flood hazard areas under the provisions of the State Construction Code, being Act No. 230 of the Public Acts of 1972, as amended; and providing an effective date.

THE TOWNSHIP OF COVERT ORDAINS:

SECTION 1

AGENCY DESIGNATED

Pursuant to the provisions of the State Construction Code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Covert Township Building Official is hereby designated as the enforcing agency to discharge the responsibility of Covert Township under Act 230, of the Public Acts of 1972, as amended, State of Michigan. Covert Township has assumed responsibility for the administration and enforcement of said Act throughout its corporate limits.

SECTION 2

CODE APPENDIX ENFORCED

Pursuant to the provisions of the State Construction Code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code, shall be enforced by the enforcing agency. Covert Township affirms its designation as the administering and enforcing agency for the State Construction Code within the corporate limits thereof and in accordance therewith designates the Covert Township Building Official as the enforcing agent to discharge the responsibilities of the Municipality therewith.

SECTION 3

DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS

The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) entitled "Flood Insurance Study for Van Buren County, All Jurisdictions" and dated November 16, 2023 and the Flood Insurance Rate Maps (FIRMs) panel numbers included on Index 26159CINDOB, effective November 16, 2023 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

SECTION 4

REPEALS

All ordinances inconsistent with the provisions of this ordinance are hereby repealed. Ordinance No. 78 containing reference to obsolete flood rate maps is hereby repealed, and Ordinance No. 10 containing reference to regulations captured in Appendix G and other sections of the Michigan Building Codes is hereby repealed.

SECTION 5

EFFECTIVE DATE

This ordinance shall take effect on the day after publication of a summary thereof, after adoption.

Naomi Barnes, Clerk
clerk@covertwp.com
73943 Lake Street
PO Box 35
Covert, MI 49093
269-764-5137

www.covertwp.org



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



AARON B. KEATLEY
ACTING DIRECTOR

June 16, 2023

VIA EMAIL

The Honorable Daywi Cook
Supervisor, Board of Trustees
Township of Covert
73943 East Lake Street
Covert, Michigan 49043

Dear Supervisor Cook:

SUBJECT: New Flood Insurance Rate Maps (FIRMs) for Van Buren County

The Federal Emergency Management Agency (FEMA) has completed new FIRMs for Van Buren County. The FIRMs are scheduled to go into effect on November 16, 2023. Your community should have recently received an official FEMA letter of notice that this is the case.

Your community currently participates in the National Flood Insurance Program (NFIP). As a member of the NFIP, your community must adopt the new maps by revising its current floodplain ordinance or adopting a new floodplain ordinance, prior to the effective FIRM date of November 16, 2023.

Attached is a sample ordinance included in this packet and available online at:
www.mi.gov/floodplainmanagement then select "NFIP Map Modernization."

[Note that federal NFIP minimum requirements and the Michigan Construction Codes with Appendix G, regulate all development within the floodplain. Development is defined as any man-made change, and includes activities such as filling, grading, septic systems, and agricultural buildings. If your community needs additional information on the requirements or training, please contact me.](#)

The completed ordinance or ordinance amendment documents should be submitted to my attention. After our office has reviewed them, I will send them to FEMA for final approval. If the documents are not effective prior to November 16, 2023, or have not been approved by FEMA prior to the effective date of the FIRM, your community will be suspended from the NFIP. Suspension will result in flood insurance no longer being available in the community. This means for federally backed mortgages in the floodplain, the lenders will require people to seek private insurance (through Lloyds of London for example) at extremely high rates. Some forms of Federal disaster assistance are also not available in suspended communities.

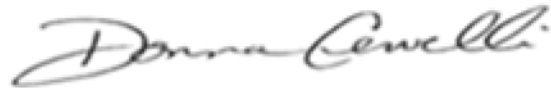
Please submit draft documents to me no later than August 1, 2023, and before they are voted on or approved by community officials to assure, they will meet FEMA's requirements.

The following needs to be listed in your ordinance: The Flood Insurance Study for Van Buren County, All Jurisdictions, effective November 16, 2023, and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) included on index panel, 26159CIND0B, effective November 16, 2023.

Please allow time for any required publications in your local papers. It is also advised to update any intergovernmental agreement with the county building officials, if applicable, so they are aware of the upcoming changes. Both samples of the ordinance and the intergovernmental agreement is attached.

If you have questions, please contact me at cervellid@Michigan.gov, 517-243-6951, or to my attention at Environment, Great Lakes, and Energy, Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909. It is preferred that documents are emailed to me at the above address.

Sincerely,



Donna Cervelli, PE
Floodplain Engineer
Water Resources Division

Attachment

cc: Ted Hanson, Building Inspector, Township of Covert
Brian Killen, FEMA Region V, Chicago
John Bayha, Department of Environment, Great Lakes, and Energy

ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT PROVISIONS OF THE STATE CONSTRUCTION CODE

Community Name: _____, County: _____

Ordinance number _____

An _____ (*ordinance/ordinance amendment*) to
_____ (*affirm/designate*) an enforcing agency to discharge the responsibility
of the _____ (*City, Village, or Township*) of _____ (*Name
of Unit of Government*) located in _____ County, and to designate regulated
flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the
Public Acts of 1972, as amended.

The _____ (*City, Village, or Township*) of
_____ (*Name of Unit of Government*) ordains:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the state
construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as
amended, the _____ (*community official/position title or name of other
entity, agency, firm*) of the _____ (*County, City, Village, or Township*) of
_____ (*Name of Unit of Government*) is hereby designated as the
enforcing agency to discharge the responsibility of the _____ (*County, City,
Village, or Township*) of _____ (*Name of Unit of Government*) under
Act 230, of the Public Acts of 1972, as amended, State of Michigan. The
_____ (*County, City, Village, or Township*) of _____ (*Name
of Unit of Government*) assumes responsibility for the administration and enforcement of said
Act through out the corporate limits of the community adopting this ordinance.

Section 2. CODE APPENDIX ENFORCED. Pursuant to the provisions of the state
construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as
amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency
within the jurisdiction of the community adopting this ordinance.

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled “_____” (study title) and dated _____ (Date) and the Flood Insurance Rate Map(s) (FIRMS) contained on index panel number(s) _____ (Number(s)) dated _____ (Date) are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan Residential Code.

Section 4. MOST RESTRICTIVE STANDARDS. If another ordinance contains standards inconsistent with the provisions of this ordinance, the most restrictive standards shall apply.

Section 5. PUBLICATION.

This ordinance duly adopted on _____ (Date) at a regular meeting of the _____ (Name of Adopting Body) and will become effective _____ (Date).

Signed on _____ (Date) by _____ (Signature),
_____ (Printed/Typed Name), Clerk of the
_____ (County, City, Village, or Township) of
_____ (Name of Unit of Government).

Attested on _____ (Date) by _____ (Signature),
_____ (Printed/Typed Name)
_____ (Title: Chair, Mayor, Supervisor, or President) of the
_____ (County, City, Village, or Township) of
_____ (Name of Unit of Government).

MICHIGAN COMMUNITY RESOLUTION AND INTERGOVERNMENTAL
AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT
FOR THE NATIONAL FLOOD INSURANCE PROGRAM

Community A (NFIP community:) Insert Name Community/Entity B (enforcing agency): Insert Name

WHEREAS, Community A

(check the appropriate following box statement) ☐ currently participates ☐ desires to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community; and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
 - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
 - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

WHEREAS, the Stille-Derossett-Hale Single State Construction Code Act", Act No. 230 of the Public Acts of 1972, as amended, (construction code act), along with its authorization of the state

construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

WHEREAS, by the action dates of this document or an existing historical agreement dated Insert Date, Community/Entity B affirms/agrees on behalf of Community A to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within Community A's political boundaries, and

WHEREAS, Community A and Community/Entity B enforce floodplain regulations of the construction code act, and Community A wishes to ensure that the administration of that code complies with requirements of the NFIP, and

NOW THEREFORE, to maintain eligibility and continued participation in the NFIP,

1. Community A and Community/Entity B agree that Community/Entity B's officially designated enforcing agency for the construction code act, Insert Community Official/Position Title or Name of Other Entity, Agency, Firm, be directed to administer, apply, and enforce on Community A's behalf the floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations, by:
 - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area, and areas with potential flooding, and
 - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and
 - c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, Community/Entity B shall implement the following applicable codes according to their terms:
 - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
 - ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
 - iii) Appendix G of the current Michigan Building Code.
 - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code for Existing Buildings.
 - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
 - e. Assisting in the delineation of flood hazard areas; provide information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintain flood proofing and lowest floor construction records, and cooperate with other officials, agencies, and persons for floodplain management.
 - f. Advising FEMA of any changes in community boundaries, including appropriate maps, and

- g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevation to which structures have been floodproofed.
2. Community A and Community/Entity B assure the Federal Insurance Administrator (Administrator) that they intend to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Community A's compliant participation in the program.
3. Community A further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

FURTHER BE IT RESOLVED, both communities declare their understanding that, until this resolution is rescinded or Community A makes other provision to enforce the construction code act:

1. Community/Entity B must administer and enforce the construction code act in accordance with the terms and the conditions contained herein, and
2. For Community A to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

Community A:	Insert Name	Date Passed:	Insert Date
Officer Name:	Insert Name	Title:	Insert Title
Signature:	_____	Date:	_____
Witness Name:	Insert Name	Title:	Insert Title
Signature:	_____	Date:	_____

Community/Entity B:	Insert Name	Date Passed:	Insert Date
Officer Name:	Insert Name	Title:	Insert Title
Signature:	_____	Date:	_____
Witness Name:	Insert Name	Title:	Insert Title
Signature:	_____	Date:	_____



AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

July 1, 2023

Naomi Barnes, Clerk
Covert Township
73943 Lake St- P.O Box 35
Covert, MI 49043

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Naomi Barnes clerk,

This is a letter agreement which extends the existing METRO Act Permit issued by Covert Township/Van Buren County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2023. The extension is for a term to end on December 31, 2028.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Township of Covert

Michigan Bell Telephone Company d/b/a
AT&T acknowledges receipt of this
Permit Extension granted by the municipality.

By: _____

Signature

Its: _____

Date: _____

By: _____

Angela Wesson

Its: METRO Act Administrator

Date: _____

Engineer's Opinion of Costs

Project Number: 2022 - xx Estimate Number: 1: Preliminary Estimate Project Type: Miscellaneous Location: 45th Ave Description: Blue Star Hwy to west 600 ft Crush and Shape, 3" HMA pavement	Project Engineer: Barry Anttila Date Created: 6/22/2022 Date Edited: 6/28/2022 Fed/State #: Fed Item: Control Section:
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Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1100001	Mobilization, Max	1.000	LSUM	\$8,000.00	\$8,000.00
0002	2020002	Tree, Rem, 19 inch to 36 inch	3.000	Ea	\$1,000.00	\$3,000.00
0003	2020003	Tree, Rem, 37 inch or Larger	1.000	Ea	\$2,000.00	\$2,000.00
0004	2020004	Tree, Rem, 6 inch to 18 inch	13.000	Ea	\$500.00	\$6,500.00
0005	2040025	Fence, Rem	8.000	Ft	\$1.00	\$8.00
0006	2040050	Pavt, Rem concrete	48.000	Syd	\$12.00	\$576.00
0007	2050030	Machine Grading	12.000	Sta	\$750.00	\$9,000.00
0008	3020016	Aggregate Base, 6 inch	675.000	Syd	\$9.00	\$6,075.00
0009	3050002	HMA Base Crushing and Shaping	1,450.000	Syd	\$2.00	\$2,900.00
0010	3070125	Shld, Cl II, 3 inch	390.000	Syd	\$5.00	\$1,950.00
0011	5012012	HMA, 3EL	360.000	Ton	\$110.00	\$39,600.00
0012	8010005	Driveway, Nonreinf Conc, 6 inch	48.000	Syd	\$45.00	\$2,160.00
0013	8070000	Guardrail, Type B	20.000	Ft	\$45.00	\$900.00
0014	8100396	Sign, Type II, Erect, Salv	1.000	Ea	\$80.00	\$80.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0015	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	3.000	Ea	\$150.00	\$450.00
0016	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	3.000	Ea	\$10.00	\$30.00
0017	8120170	Minor Traf Devices	1.000	LSUM	\$1,000.00	\$1,000.00
0018	8120370	Traf Regulator Control	1.000	LSUM	\$750.00	\$750.00
0019	8162001	Slope Restoration, Non-Freeway, Type A	1,275.000	Syd	\$1.78	\$2,269.50

Estimate Total: \$87,248.50

From: [Dan Bishop](#)
To: [Supervisor](#); [Treasurer](#); [wc](#) [Jill Brien](#)
Subject: RE: 45th estimate
Date: Tuesday, June 28, 2022 2:00:07 PM

OOPS. Since this is a non certified road we have to adjust the estimate to include all expenses including fringe and overhead costs. We will get an updated figure to you ASAP

Dan

From: Dan Bishop
Sent: Tuesday, June 28, 2022 11:54 AM
To: supervisor@coverttwp.com; treasurer@coverttwp.com; wc
; [Jill Brien <jillbrien@vbcrc.org>](mailto:jillbrien@vbcrc.org)
Subject: FW: 45th estimate

Hi Ken: Here is the quote for bringing 45th Ave (Thunder Mountain) up to specs. If the Townships wishes to proceed please let me know ASAP.

Dan

From: Joel Hoort <joelhoort@vbcrc.org>
Sent: Tuesday, June 28, 2022 11:49 AM
To: Dan Bishop <DanBishop@vbcrc.org>
Subject: 45th estimate

Here is the preliminary estimate.

From: [Supervisor](#)
To: [Treasurer](#); [Trustee2](#); [Jean Hartman](#); [Clerk](#); [Jean Hartmann](#)
Subject: Update on 45th Avenue
Date: Tuesday, May 30, 2023 10:16:00 AM

PLEASE RESPOND ONLY TO ME WITH ANY QUESTIONS AND COMMENTS TO AVOID BREAKING THE OPEN MEETINGS ACT.

Good morning,

I met with Bret Witkowski, director of the Road Commission, and Commissioner Askew on the subject of 45th Avenue. The conclusion is as follows:

- The first 600 feet of 45th Avenue is not and never was on the map to receive funding for maintenance (Act 51). There is no information as to why it was plowed for so long. It came to the VBCRC's attention that it was being plowed, yet was not being funded via Act 51. This was in 2020 and a notice was sent to the Township informing us of the error and plowing ceased. It is considered a private road – NOT an abandoned road, however, remaining stretch of the fire lane beyond the 600 feet was officially abandoned in 1993. Township is responsible for the assignment of addresses and it is not contingent on
- The VBCRC maintains right of way access to 45th Avenue, therefore any attempt to restrict access may follow in a law suit between the property owner and the Road Commission.
- If the property owners and/or Township would like to see the property plowed and/or certified, it may explore charging a Special Assessment to all property owners along the abandoned fire lane and the private road (first 600ft of 45th Avenue) to cover these costs. In some cases Townships have shared the cost for these services or upgrades. Although the new estimates may be needed, the cost presented to us was just over \$87K to bring the road into compliance. The annual cost to snow plow alone would be considerably less and an option to the property owners.

At this time, the Township has no obligation to make any decisions. We can discuss this at the next regular meeting on June 13th. Feel free to email me directly with any questions.

Thank you,

Daywi Cook
Covert Township Supervisor
O: (269) 764-5137 | C: (269) 767-6800
Covert Township, 73943 Lake St, PO BOX 35, Covert, MI 49043
Coverttwp.com

Revised For Crush
& Shape only

Engineer's Opinion of Costs

Project Number: 2022 - xx
Estimate Number: 1: Preliminary Estimate
Project Type: Miscellaneous
Location: 45th Ave
Blue Star Hwy to west 600 ft
Description: Crush and Shape, 3" HMA pavement

Project Engineer: Barry Anttila
Date Created: 6/22/2022
Date Edited: 7/19/2023
Fed/State #:
Fed Item:
Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1000000	Engineering and Contingencies	1.000	LS	\$9,176.00	\$9,176.00
0002	1100001	Mobilization, Max	1.000	LSUM	\$8,000.00	\$8,000.00
0003	2020002	Tree, Rem, 19 inch to 36 inch	49.000	Ea	\$1,000.00	\$49,000.00
0004	2020003	Tree, Rem, 37 inch or Larger	1.000	Ea	\$2,000.00	\$2,000.00
0005	2020004	Tree, Rem, 6 inch to 18 inch	20.000	Ea	\$500.00	\$10,000.00
0006	2040025	Fence, Rem	8.000	Ft	\$20.00	\$160.00
0007	2040050	Pavt, Rem concrete	48.000	Syd	\$12.00	\$576.00
0008	3020001	Aggregate Base	200.000	Ton	\$32.00	\$6,400.00
0009	3050002	HMA Base Crushing and Shaping	1,450.000	Syd	\$5.00	\$7,250.00
0010	8010005	Driveway, Nonreinf Conc, 6 inch	48.000	Syd	\$45.00	\$2,160.00
0011	8070000	Guardrail, Type B	20.000	Ft	\$45.00	\$900.00
0012	8100396	Sign, Type II, Erect, Salv	1.000	Ea	\$80.00	\$80.00
0013	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	3.000	Ea	\$150.00	\$450.00
0014	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	3.000	Ea	\$10.00	\$30.00
0015	8120100	Dust Palliative, Applied	10.000	Ton	\$300.00	\$3,000.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0016	8120170	Minor Traf Devices	1.000	LSUM	\$1,000.00	\$1,000.00
0017	8120370	Traf Regulator Control	1.000	LSUM	\$750.00	\$750.00

Estimate Total: \$100,932.00

COVERT TOWNSHIP

P.O. BOX 35

COVERT, MICHIGAN 49043

(269) 764-8986 • Fax (269) 764-1771

CLERK
NAOMI BARNES

TRUSTEE
JEAN HARTMANN

SUPERVISOR
DAYWI COOK

TREASURER
MARILYN RENDELL

TRUSTEE
LONZEY TAYLOR

TO: South Haven Area Water-Sewer Authority (SHAWSA)
Attn: William Hunter, Director
1199 8th Avenue
South Haven MI 49090

SUBJECT: Covert Township to Join SHAWSA

August 16, 2023

Dear SHAWSA Board Members,

The Covert Township Board of Trustees would like to formally request that the South Haven Area Water-Sewer Authority (SHAWSA) consider an amendment to the SHAWSA Contract dated November 1, 2016. Such amendment would detail a process to add new authority members and allow for the addition of representation on the authority board from Covert Township.

In 1997, Covert Township entered into an agreement with South Haven City to design and construct the Covert Water System ("system") and supply water service to the system. The system connects to the M-140 Water Main and supplies clean drinking water from Lake Michigan via the Water Filtration Plant in the City of South Haven. Components of the system include a booster pump station in South Haven Township, a 200,000 gallon elevated water tank in Covert Township, a telemetering system, hydrants for fire protection and water services to adjacent properties requested by individual townships. Covert Township was and continues to be considered a wholesale water customer, and an agreement was made between the two parties on how to operate and maintain the system.

The formation of the South Haven Area Water-Sewer Authority (SHAWSA) in 2016 was created for the purposes of undertaking any and all functions, powers and privileges regarding public water and sanitary services in the City of South Haven, South Haven Township and Casco Township. The formation of this authority included representative members from each of the respective municipalities. Covert Township continues to be the only wholesale water customer with no representation on the authority.

Today, clean drinking water is supplied to over 820 homes and businesses in Covert Township, and each year we continue to add more connections. The supply of this essential utility is paramount to not only the health and wellbeing of our residents, but also for the future growth of our community.

The current relationship between SHAWSA and Covert Township provides our community with limited participation in the decision-making process of the system as a whole. As the only supplier of clean drinking water in our region, having representation on the authority board to advocate for our community on the operation, maintenance and expansion of SHAWSA's system is necessary to preserve Covert Township's interest and continued growth.

We hope you will thoughtfully consider our request.

Sincerely,

Daywi Cook
Covert Township Supervisor
(269) 767-6800
Supervisor@coverttwp.com

SOUTH HAVEN AREA WATER-SEWER AUTHORITY CONTRACT

This South Haven Area Water-Sewer Authority Contract (the "**Contract**") is dated as of November 12016 and is among the City of South Haven, South Haven Charter Township, Casco Township, and the South Haven Township and Casco Township Water and Sewage Treatment Authority pursuant to the Municipal Partnership Act, 2011 PA 258, MCL 124.111 *et seq.* (the "**MPA**").

RECITALS

- A. The City of South Haven is a home rule city organized and existing pursuant to 1909 PA 279, as amended, MCL 117.1 *et seq.*, located in Van Buren and Allegan Counties, Michigan, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090-1499 (the "**City**").
- B. South Haven Charter Township is a charter township organized and existing pursuant to The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 *et seq.*, located in Van Buren County, Michigan, the principal business address of which is 09761 Blue Star Highway, South Haven, MI 49090 ("**South Haven Township**").
- C. Casco Township is a general law township organized and existing pursuant to the Michigan Revised Statutes of 1846, as amended, MCL 41.1 *et seq.*, located in Allegan County, Michigan, the principal business address of which is 7104 107th Avenue, South Haven, MI 49090 ("**Casco Township**").
- D. The South Haven Township and Casco Township Water and Sewage Treatment Authority, is a public body corporate established and existing pursuant to 1955 PA 233, as amended, MCL 124.281 *et seq.* ("**Act 233**"), the principal business address of which is 7064 111th Avenue, South Haven, MI 49090-9802 (the "**South Haven/Casco Authority**") and is, pursuant to that statute, authorized to own and operate public water and sanitary sewer systems.
- E. Each of the parties to this Contract is, as is evident from Recitals A through D above, a "public agency" as defined by subsection 2(d) of the MPA.
- F. Each of the parties listed in Recitals A through D is authorized by a variety of statutes to own and operate public water and sanitary sewer systems.
- G. Therefore, pursuant to the MPA, the parties may enter into a joint endeavor agreement to jointly own and operate public water and sanitary sewer systems and to jointly perform or exercise all functions, services, powers, and privileges related thereto that each could exercise separately including, without limitation, all of those provided by this Contract.
- H. The County of Allegan is a Michigan county organized pursuant to applicable state law that is acting by and through its Board of Public Works pursuant to 1957 PA 185, as amended, MCL 123.721 *et seq.* ("**Act 185**"), the principal business address of which is 113 Chestnut Street, Allegan, MI 49010 ("**Allegan County**"), is not a part of the Authority created by this Contract, but has consented to provisions of this

Contract due to its interests in some infrastructure located within the boundaries of one or more of the parties.

I. The County of Van Buren is a Michigan county organized pursuant to applicable state law that is acting by and through its Board of Public Works pursuant to Act 185, the principal business address of which is 212 Paw Paw Street, Paw Paw, MI 49079 ("**Van Buren County**"), is not a part of the Authority created by this Contract, but has consented to provisions of this Contract due to its interests in some infrastructure located within the boundaries of one or more of the parties.

J. The City owns and operates a water treatment and distribution system that provides potable water used by users in the City, South Haven Township, and Casco Township, the major components of which are listed on **Exhibit A** (the "**City Water System**").

K. South Haven Township, Casco Township, and the South Haven/Casco Authority each own components of water distribution systems listed on **Exhibit A** that are located within their respective jurisdictions.

L. The City owns and operates a sanitary wastewater collection and treatment system that provides sanitary sewage collection and treatment services used by users in the City, South Haven Township, and Casco Township, the major components of which are listed on **Exhibit A** (the "**City Sewer System**").

M. South Haven Township, Casco Township, and the South Haven/Casco Authority each own components of sanitary sewage collection systems listed on **Exhibit A** that are located within their respective jurisdictions.

N. A number of contracts establish the terms and conditions of the relationships among and between the parties for providing services of the City Water System and the City Sewer System.

O. In recent years, the parties have concluded that coordinated, collaborative management and control, and, eventually, common ownership of the City Water System and City Sewer System and of the water distribution and sanitary sewer collection lines and facilities within their respective jurisdictions is in their respective best interests and will protect and enhance the public health, safety and general welfare.

P. Certain legally binding requirements preclude common ownership at the current time, but coordinated, collaborative management and control of the City Water System and City Sewer System and of the water distribution and sanitary sewer collection lines and facilities within their respective jurisdictions can be accomplished by this Contract with possible common ownership to occur at a subsequent time as also provided in this Contract.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Contract the parties agree as follows:

ARTICLE I
AUTHORITY

1.1 Formation; Purposes. The South Haven Area Water-Sewer Authority ("**SHAWSA**") is created for the purposes of acquiring, owning, leasing, constructing, installing, operating, repairing, maintaining, replacing, improving, extending, enlarging and undertaking any and all other functions, powers and privileges regarding public water and sanitary sewer services in the City, South Haven Township and Casco Township.

1.2 Body Corporate. The SHAWSA is a public body corporate with power to sue and be sued in its own name.

1.3 Governance.

A. The SHAWSA shall be governed by a 7-member board (the "**Board**") appointed as follows:

1. The City shall appoint 3 members. Of those first appointed, one shall serve a 2-year term and the other 2 shall serve 4-year terms. Thereafter, all 3 members shall serve 4-year terms.

2. South Haven Township shall appoint 2 members. Of those first appointed, one shall serve a 2-year term and the other shall serve a 4-year term. Thereafter, both members shall serve 4-year terms.

3. Casco Township shall appoint 2 members. Of those first appointed, one shall serve a 2-year term and the other shall serve a 4-year term. Thereafter, both members shall serve 4-year terms.

B. Appointments shall be made by the governing bodies of each of the appointing entities. Terms shall end on December 31 of odd-numbered years.

C. Board members shall serve at the pleasure of their appointing bodies and may be removed with or without cause by a vote of a majority of the members serving on the appointing body.

D. No Board member may be removed during that Board member's term of office unless the Board member is provided at least 14-days' written notice of the meeting of the governing body at which the Board member's removal shall first be discussed or considered and that Board member is given an opportunity to address that governing body prior to any vote or other action with respect to the Board member's removal.

E. Board members shall have a duty to vote on matters before the Board except to the extent a Board member has a direct conflict of interest. Any potential conflict of interest shall be disclosed to the Board and the remaining Board members shall vote to determine whether a conflict of interest exists so as to excuse the Board member from voting. Any other provision of this Contract notwithstanding, it shall not be a conflict of interest for a Board member to vote on a contract or other issue simply because that contract or other issue involves or affects the party to this Contract that

appointed the Board member or because the contract or issue involves or affects a party to this Contract for which the Board member serves as an officer or employee.

1.4 Meetings; Officers.

- A. Four Board members shall constitute a quorum of the Board. However, the Board may not take any action except upon the affirmative votes of at least 4 Board members.
- B. The Board shall adopt bylaws or rules of procedure governing its meetings, policies and procedures. The SHAWSA shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 *et seq.* and the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 *et seq.*
- C. At its first meeting of each calendar year, the Board shall elect a chairperson, a vice chairperson, who shall act in the chairperson's absence or inability to act, and a secretary-treasurer. The bylaws or rules of procedure shall state the authority and duties of each officer.
- D. The Board shall meet at least quarterly. The Board shall, prior to the end of each calendar year, adopt a resolution setting its regular meeting schedule for the next calendar year.
- E. Special meetings may be called by the chairperson, by any officer, or by any 3 Board members.
- F. The Board may appoint or employ a chief executive officer who is not a member of the Board. If it does so, it shall provide a written description of the chief executive officer's duties and authority and shall establish any compensation to be paid to the chief executive officer.

1.5 Powers. The SHAWSA shall have the following powers.

- A. The SHAWSA may acquire, own, lease, construct, install, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding public water and sanitary sewer services in the City, South Haven Township and Casco Township.
- B. The SHAWSA may adopt ordinances, rules and regulations governing or related to public water and sanitary sewer services in the City, South Haven Township and Casco Township. It may issue to users or others permits to connect to, to use or to construct, install, operate, repair, maintain, replace, improve, extend, or enlarge public water and sanitary sewer services in the City, South Haven Township and Casco Township.
- C. The SHAWSA may apply for, hold, maintain and renew any permits, certificates, licenses or other approvals needed to acquire, own, lease, construct, install, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding public water and sanitary sewer services in the City, South Haven Township and Casco Township.
- D. The SHAWSA may acquire by purchase, including without limitation by installment purchase, by lease, or by eminent domain, any real or personal property the Board deems necessary to fulfill its

functions, duties or obligations, or to exercise its privileges related to public water and sanitary sewer services in the City, South Haven Township and Casco Township. Any acquisition by eminent domain shall be pursuant to and in compliance with 1911 PA 149, as amended, MCL 213.21 *et seq.*, and with The Uniform Condemnation Procedures Act, 1980 PA 87, as amended, MCL 213.51 *et seq.* The SHAWSA may also enter into a contract with any party for that party's acquisition of property on behalf of the SHAWSA and that party's subsequent conveyance of such property to the SHAWSA which contract shall include terms and conditions acceptable to the Board and to the governing body of the contracting party.

E. Subject to the requirements and limitations of the MPA, the SHAWSA may employ or otherwise contract for or engage such personnel, firms, service providers, contractors, professionals or others who it deems are necessary or helpful to fulfill its functions, duties or obligations, or to exercise its privileges related to public water and sanitary sewer services in the City, South Haven Township and Casco Township.

F. The SHAWSA may fulfill its functions, duties or obligations, or exercise its privileges or powers under this Contract or related to public water and sanitary sewer services in the City, South Haven Township and Casco Township, by entering into contracts with any one or more of the parties or others.

G. The SHAWSA may enter into contracts to provide public water and/or sanitary sewer services to persons or entities, including governmental entities, outside of the City, South Haven Township and Casco Township pursuant to such terms and conditions as may be provided by such contracts.

H. The SHAWSA may exercise any powers or privileges provided by this Contract or by the MPA.

ARTICLE II

INTERESTS IN SYSTEMS

2.1 Lease of City Systems. The City hereby leases to the SHAWSA and the SHAWSA hereby leases from the City the City Water System and the City Sewer System, including, without limitation, all of the real and personal property of the City Water System and the City Sewer System, for rent consisting of the payment of \$1.00 per year plus the performance of all of SHAWSA's duties and obligations under this Contract. The duration of the lease by the City to the SHAWSA of the City Water System and the City Sewer System shall be the same as the duration of this Contract. The City also assigns to the SHAWSA and the SHAWSA accepts that assignment from the City of all of the City's rights, duties and obligations related to the City Water System and the City Sewer System, including, without limitation, any (i) contracts, (ii) warranties and guarantees, (iii) rights to payments, (iv) obligations to make payments, (v) claims of or against either the City Water System or the City Sewer System, and (vi) permits, licenses or other approval related to the City Water System or the City Sewer System.

A. Details of included items are provided in attached exhibits.

1. An inventory of assets of the City Water System and the City Sewer System, including, without limitation, interests in real and personal property of the City Water System and the City Sewer System is attached as **Exhibit B** and incorporated by reference.
2. A list of obligations and other liabilities of the City Water System and the City Sewer System, including without limitation, outstanding debt, pension obligations, and retiree health care obligations, is attached as **Exhibit C** and incorporated by reference.
3. A list of current contracts affecting the City Water System and the City Sewer System is attached as **Exhibit D** and incorporated by reference.
4. An unaudited accounting of the current fund balances, bank and investment accounts, and other financial information related to the City Water System and the City Sewer System is attached as **Exhibit E** and incorporated by reference.

B. No ownership interest in either the City Water System or the City Sewer System is being conveyed by this Contract.

C. The City Water System and City Sewer System are being leased "as is" and "where is" without any representations or warranties as to the condition of any real or personal property comprising either of them. The SHAWSA is accepting the City Water System and the City Sewer System in their current conditions. This lease is subject to the pre-existing arrangement with New Covert Generating, and any successor, relating to the lake intake, pumping station, and related piping and facilities to serve the New Covert Generating electrical generation facility.

D. This lease shall commence and the SHAWSA shall take possession of the leased property 180 days after the date of this Contract. Except as otherwise provided in this Contract, this lease will terminate on the termination date of this Contract.

E. The SHAWSA may operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding the City Water System and City Sewer System that the City could prior to the effective date of the lease. The SHAWSA shall operate, repair, and maintain the City Water System and City Sewer System in accordance with this Contract and good utility practices.

F. The SHAWSA shall pay all costs necessary to use, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding the City Water System and City Sewer System as required by this Contract.

G. The SHAWSA shall have all risks and undertake all liability related to ownership, use, operation, repair, maintenance, replacement, improvement, extension, or enlargement of the City Water System and City Sewer System.

H. If there is damage to the City Water System and City Sewer System from any cause whatsoever the SHAWSA, at its expense, shall repair such damage or replace such damaged portions of City Water System and City Sewer System. This shall not prevent the SHAWSA from seeking indemnification or contribution for such damage or the costs or such repair or replacement from any individual or entity partially or wholly responsible for such damage, including, without limitation, any party to this Contract that may be partially or wholly responsible for such damage.

I. If any portion of the City Water System and City Sewer System is acquired by any governmental entity through eminent domain, the SHAWSA shall be entitled to the compensation or damages paid as a result of such acquisition.

J. The SHAWSA may not assign its rights with respect to or sublet the City Water System and City Sewer System without the City's prior written consent.

2.2 Possible Future Conveyance of City Systems. At any time it wishes to do so, the City may convey ownership of the City Water System, the City Sewer System, or both systems to the SHAWSA and the SHAWSA shall accept such conveyance and pay to the City the sum of \$1.00 and assume all debt and other obligations of the conveyed system(s) in exchange for such conveyance. The parties acknowledge that, under current Michigan law, conveyance of either the City Water System or the City Sewer System will require the approval of the City's electors. Accordingly, this Contract does not compel such conveyance.

2.3 Conveyance of Interests in Township and Authority Systems. The townships and the South Haven/Casco Authority are not constrained by state law from conveying their interests in the public water distribution and sanitary sewer collection systems within their respective jurisdictions. However, either Van Buren County or Allegan County may own all or a portion of those systems due to the use of Act 185 to finance initial construction of, improvements to, or expansions of all of those or portions of those systems. By signing below, Van Buren County and Allegan County are consenting to South Haven Township's, Casco Township's and the South Haven/Casco Authority's conveyance of their interests as provided in this section.

A. Within 180 days of the date of this Contract, South Haven Township, Casco Township, and the South Haven/Casco Authority shall each quitclaim to the SHAWSA and the SHAWSA shall accept from each of them, each of their respective rights, titles and interests in the public water distribution and public sanitary sewer collection systems within their respective jurisdictions, including, without limitation, all related interests in real and personal property. The consideration for such conveyance shall consist of the payment of \$1.00 plus the performance of all of SHAWSA's duties and obligations under this Contract. Simultaneously with such conveyance, South Haven Township, Casco Township and the South Haven/Casco Authority also shall each assign to the SHAWSA and the SHAWSA shall accept the assignment from each of them all of their respective interests, rights, duties and

obligations related to the public water distribution and public sanitary sewer collection systems within their respective jurisdictions, including, without limitation, any (i) contracts, (ii) warranties and guarantees, (iii) rights to payments, (iv) obligations to make payments, (v) claims of or against the public water distribution or public sanitary sewer collection systems within their jurisdictions, and (vi) permits, licenses or other approval related to the public water distribution or public sanitary sewer collection systems within their jurisdictions. The conveyance and assignment shall be completed by execution and delivery of quitclaim deeds, bills of sale, assignments, and such other documents as may be reasonably required by SHAWSA's legal counsel.

B. To the extent that, due to financing through Act 185 or for any other reason, Allegan County or Van Buren County have any interests in the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township or the South Haven/Casco Authority, upon the final payment of each such financing or such earlier time as may otherwise be legally permissible without added costs to Allegan County, Van Buren County, South Haven Township, Casco Township or the South Haven/Casco Authority, all of the right, title and interest in the respective public water distribution or sanitary sewer collection system within the respective jurisdiction, shall be conveyed to the SHAWSA. By consenting to this Contract, Allegan County and Van Buren County each agrees to make each such conveyance at the earliest possible date that can be done without added costs to Allegan County, Van Buren County, South Haven Township, Casco Township or the South Haven/Casco Authority. Similarly, South Haven Township, Casco Township, or the South Haven/Casco Authority each individually covenants to take all steps needed to ensure completion of such conveyance of the rights, titles and interests of Allegan County and Van Buren County at the earliest possible date that can be done without added costs to Allegan County, Van Buren County, South Haven Township, Casco Township, or the South Haven/Casco Authority. The parties specifically acknowledge that Van Buren County will not transfer any interest it may have in the public water distribution or sanitary sewer collection systems until the Casco/South Haven 2014 bonds are paid in full.

C. The rights, title and interests in the public water distribution and public sanitary sewer collection systems conveyed will be conveyed "as is" and "where is" without any representations or warranties as to the condition of any real or personal property comprising either of them.

D. When the SHAWSA obtains all of the rights, titles and interests to the public water distribution system or sanitary sewer collection system or both within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority, it shall own and have all rights with respect to the system or the systems. Until then, the following shall apply:

1. The SHAWSA shall operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges related to the public water distribution and sanitary sewer collection systems within the jurisdictions of South Haven

Township, Casco Township, or the South Haven/Casco Authority. The SHAWSA shall operate, repair, and maintain those systems in accordance with this Contract and good utility practices.

2. The SHAWSA shall pay all costs necessary to use, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding the public water distribution and sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority as required by this Contract.

3. The SHAWSA shall have all risks and undertake all liability related to ownership, use, operation, repair, maintenance, replacement, improvement, extension, or enlargement of the public water distribution and sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority.

4. If there is damage from any cause whatsoever to the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority, the SHAWSA, at its expense, shall repair such damage or replace such damaged portions of such systems. This shall not prevent the SHAWSA from seeking indemnification or contribution for such damage or the costs of such repair or replacement from any individual or entity partially or wholly responsible for such damage, including, without limitation, any party to this Contract that may be partially or wholly responsible for such damage.

5. If any portion of the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority is acquired by any governmental entity through eminent domain, the SHAWSA shall be entitled to the compensation or damages paid as a result of such acquisition.

6. The SHAWSA may not assign its rights with respect to the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority without the prior written consent of the party(ies) within which the affected portion is located.

2.4 Combined System. The City Water System and the water distribution systems of South Haven Township, Casco Township, and the South Haven/Casco Authority shall together be called and operated as the **"SHAWSA Water System."** The City Sewer System and the sanitary sewer collection systems of South Haven Township, Casco Township, and the South Haven/Casco Authority shall together be called and operated as the **"SHAWSA Sewer System."** The SHAWSA Water System and SHAWSA Sewer System shall together be called the **"SHAWSA Systems."**

2.5 Required Notices. Each of the parties, Allegan County and Van Buren County, shall give any notice of any actions taken or to be taken pursuant to this Contract, that may be required as an owner, person

having an interest in, issuer of debt related to, or for any other reason, under any law, rule, regulation, approval, contract, covenant or representation that may be applicable to such party, Allegan County or Van Buren County, including for example, and not by way of limitation or exhaustion, the Michigan Department of Environmental Quality ("MDEQ") and material events notices to be filed with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Marketplace Access ("EMMA"). This is a mutual responsibility of the parties to ensure such notices are provided and (i) each of the parties agrees that the SHAWSA or its legal counsel may, but is not required to, provide such notices on its behalf, and (ii) the parties shall each verify to the SHAWSA and to one another that such notices have been given.

2.6 No Alienation. Except as otherwise expressly authorized by this Contract or as may be required as part of a transaction incurring debt to repair, maintain, improve, enlarge, or expand any part or all of the SHAWSA Systems, the SHAWSA shall not sell, lease, assign or otherwise convey or alienate any interest in the SHAWSA Systems or any portion of the SHAWSA Systems without the prior approval by the governing bodies of each of the parties to this Contract.

ARTICLE III SYSTEMS OPERATIONS

3.1 SHAWSA Rights. The SHAWSA shall have all the rights, duties, privileges and powers to own, use, operate, repair, maintain, improve, expand and enlarge the SHAWSA Systems as if it were the full and complete owner of the SHAWSA Systems and, except for the City's rights under Article II of this Contract as the lessor of the City Water System and City Sewer System, shall have and may exercise all of the rights each of the parties would have to acquire, construct, install, own, use, operate, repair, maintain, improve, expand and enlarge a public water or sanitary sewer system within its respective jurisdiction.

3.2 Compliance. SHAWSA shall own, use, operate, repair, maintain, improve, expand and enlarge the SHAWSA Systems in compliance with all applicable (i) laws, rules, regulations, permits, licenses, and orders of governmental agencies or officials of competent jurisdiction, (ii) common industry standards of good utility practices for water supply and sanitary sewer utilities, (iii) contractual requirements, covenants and representations, and (iv) other terms and conditions of this Contract.

3.3 Equal Benefit. All users of any part of the SHAWSA Systems as of the date of this Contract and all users within the jurisdictional boundaries of any party to this Contract shall be retail customers of the SHAWSA and shall be treated equally in terms of the services provided them. This does not preclude the SHAWSA from subsequently providing service to additional users lying outside the jurisdictional boundaries of the parties to this Contract as wholesale customers or on a different basis for service.

3.4 Expansion. Unless otherwise approved by the governing bodies of the parties to this Contract, extensions or expansions of the SHAWSA Systems to serve additional users or additional connections to the SHAWSA Systems shall be made only when such extensions, expansions, additional connections and service of additional users will not hamper or diminish services to existing users. Accordingly, the

SHAWSA shall periodically undertake evaluations of the SHAWSA Systems to ensure the capacity exists within the SHAWSA Systems to serve all users reasonably projected to desire service within succeeding periods of time as is consistent with good utility practices. When such evaluations disclose that additional capacity, additional service lines or other improvements are needed to address reasonably foreseeable increases in demands for services, the SHAWSA shall determine whether and under what terms such improvements can be made consistent with the requirements of this Contract and without undue financial hardships for then existing SHAWSA Systems users. Except as otherwise provided in this Contract with respect to incurring additional debt and except that the SHAWSA shall first obtain the approval of the governing body of any party in which an extension of mains or other service lines are proposed before undertaking any such extension, the SHAWSA may plan and undertake such improvements without the approval of the parties to this Contract.

3.5 Purchasing. The Board shall have a written purchasing policy that shall generally require competitive bidding for projects, services, materials and supplies over a stated minimum amount that may be acquired without such bidding. The policy shall require Board approval of purchases or acquisitions of any interests in real property and of any personal property or services in excess of a specified minimum amount. The policy may provide exceptions for emergencies, for professional services, for contracts with a party to this Contract, for transactions for incurring debt, for contracts pursuant to Act 185, and in other stated circumstances. The policy shall comply with all laws applicable to such purchases or acquisitions, including those dealing with conflicts of interest.

3.6 Legal Authority. The parties hereby grant to SHAWSA the authority to adopt, amend as necessary or desired, and enforce rules and regulations governing use of the SHAWSA Systems. Those rules and regulations shall have the force of and may be enforced in the same manner as rules adopted under Act 233.

A. To ensure there is no question about the SHAWSA's legal authority, the governing bodies of the City, South Haven Township and Casco Township shall each adopt an ordinance providing the following:

The South Haven Area Water-Sewer Authority shall have the authority to adopt, amend, and enforce within its jurisdictional limits rules related to use of public water and sanitary sewer services provided by the South Haven Area Water-Sewer Authority within the jurisdictional limits of the [City or Township] which shall have the same force and effect as a [City or Township] ordinance. Violations may be misdemeanors or municipal civil infractions, may be the basis for terminating service, shall be a nuisance per se, and shall require that any costs incurred by the [City or Township] or by the South Haven Area Water-Sewer Authority due to any violation by a user shall be paid in their entirety by the violating user. Such rules shall also provide for establishing, billing and collecting rates, fees and charges for connecting to and using public water and sanitary sewer services provided by the South Haven Area

Water-Sewer Authority within the jurisdictional limits of the [City or Township] including providing that they are liens on the premises served to be enforced by the South Haven Area Water-Sewer Authority on behalf of the [City or Township] and, when unpaid the [City or Township] Treasurer shall add them to the *ad valorem* property tax bills of the [City or Township]. Failure to timely pay bills for such services shall also be a basis for terminating service.

B. The rules shall be in a form consistent with requirements of applicable federal and state laws, rules and regulations. To the extent required by federal or state agencies of competent jurisdiction, the rules shall be reviewed and approved by designated federal or state officials. Among other requirements, they shall address industrial pretreatment requirements, backflow prevention and cross connection requirements, and other issues.

C. Copies of the rules shall be available on a website to be operated and maintained by the SHAWSA, and a copy of the rules shall be provided to each of the parties for inspection and copying by interested persons.

D. The parties each hereby appoint the SHAWSA and SHAWSA personnel as each of their respective officers and agents for purposes of administering and enforcing the SHAWSA rules within each of their respective jurisdictions.

E. The parties shall each take other subsequent actions as may from time-to-time be determined to be necessary or appropriate to ensure the SHAWSA can fully implement, administer, and enforce the SHAWSA rules within each of their respective jurisdictions as contemplated by this section of this Contract.

3.7 Required Connection. All structures located on any parcel of property within the jurisdiction of any party to this Contract, the boundary of which is 200 feet or less from any SHAWSA System line, shall be required to connect to and use that SHAWSA System, unless SHAWSA engineers determine such a connection is not reasonably practical.

ARTICLE IV

FRANCHISE AND CONSENT

4.1 Consent and Franchise. The parties hereby each grant to the SHAWSA a franchise to provide public water and sanitary sewer services within their respective jurisdictions pursuant to Article VII, Section 29 of the Michigan Constitution of 1963. Each of the parties consents to the SHAWSA's use of rights-of-way within their respective jurisdictions for the construction, installation, use, operation, repair, replacement, improvement, extension and enlargement of public water and sanitary sewer mains and other pipes, pump or lift stations, and other facilities. However, no work shall be done within such rights-of-way without securing any permits or other approvals from the party in which the right-of-way is located and from other governmental entities owning or having jurisdiction over such rights-of-way as may be required

by applicable statutes, ordinances, rules, regulations or policies. Moreover, once such work is completed the SHAWSA shall restore those rights-of-way to a condition at least as good as the condition they were in prior to such work.

ARTICLE V

FINANCIAL POWERS

5.1 General Financial Powers. Except as otherwise expressly limited by this Contract, the SHAWSA shall have all of the financial power and authority that could be provided to it pursuant to the MPA and any subsequent amendments to the MPA. Furthermore, except as otherwise expressly limited by this Contract, the SHAWSA shall have all of the financial power and authority, including those related to incurring debt and issuing bonds or notes, which could be exercised individually by each of the parties to this Contract. Other provisions granting or acknowledging specific financial powers and authority are not intended and shall not be construed to limit the generality of this provision or its applicability.

5.2 Expectations.

A. The parties intend that all costs incurred to acquire, construct, install, use, operate, repair, maintain, improve, extend, or expand all or any part of the SHAWSA Systems shall be paid by rates, fees and charges paid by users thereof or by special assessments levied against the property specially benefitted by capital improvements thereto.

B. The parties intend that a new user of either of the SHAWSA Systems shall pay for any SHAWSA Systems improvements undertaken to serve that new user. Accordingly, special assessments or special connection fees may be levied or charged to pay for such improvements.

C. The parties intend that if any expansion to or improvement of any facilities of either of the SHAWSA Systems is needed to serve any existing user's need for significant additional service from either of the SHAWSA Systems, that user shall pay for any such SHAWSA Systems improvements undertaken to provide the additional service to that user. Accordingly, special assessments or special connection fees may be levied or charged to pay for such improvements.

5.3 Contributions. The governing body of any one or more of the parties may agree to provide funds of that party to the SHAWSA according to terms and conditions approved by that governing body.

5.4 Special Assessments.

A. The SHAWSA shall have all of the powers and authority to levy special assessments within the City, South Haven Township and Casco Township that each of those parties has to levy special assessments against property located within a special assessment district within its respective jurisdiction. If the SHAWSA levies special assessments within a district located within the City, it shall comply with the procedures for doing so provided by the City Charter of the City and the City's Code of Ordinances. If the SHAWSA levies special assessments within a district in South Haven Township

or Casco Township, it shall comply with the procedures for doing so provided by 1954 PA 188, as amended, MCL 41.721 *et seq.* ("**Act 188**").

B. Alternatively, the City, South Haven Township or Casco Township may levy special assessments within its respective jurisdiction and contract with the SHAWSA to provide the money so collected to pay for or to pay the debt service on debt incurred for improvements to one or both of the SHAWSA Systems.

C. The SHAWSA may, to the extent not prohibited by law, issue bonds in anticipation of the collection of special assessments levied or may use the proceeds of special assessments levied as provided hereunder to pay the debt service on any bonds levied for improvements to one or both of the SHAWSA Systems.

5.5 New Debt.

A. The SHAWSA may issue revenue bonds pursuant to the Revenue Bond Act of 1933, 1933 PA 94, as amended, MCL 141.101 *et seq.* ("**Act 94**"). The SHAWSA may use any funds it receives from special assessments, from one of the parties, from a millage the SHAWSA levies, or from any other source available for it to use for such purposes to pay the debt service on any revenue bonds it issues.

B. The SHAWSA may also engage Allegan County, Van Buren County or both counties to finance SHAWSA's capital costs under Act 185.

C. The SHAWSA may enter into installment purchase agreements for the purchase of real or personal property in accordance with applicable state law.

5.6 Full Faith and Credit. To the extent not prohibited by law the SHAWSA may pledge to repayment of any debt it issues its full faith and credit as limited by the constitutional and statutory provisions. To the extent not prohibited by law, the City, South Haven Township and Casco Township may pledge by a contract their respective full faith and credit as limited by the constitutional, statutory, and, if applicable, charter provisions to the repayment of all or any portion of any debt issued by the SHAWSA to the extent such debt is issued to finance the cost of repair, maintenance, improvements, replacements, extension, or expansions within the jurisdictional border of the entity making that pledge.

5.7 Existing Debt. Upon the effective date of the leases and assignments to be made pursuant to section 2.1 of this Contract and of any conveyance and corresponding assignment from a party made pursuant to section 2.3 of this Contract, the SHAWSA shall be liable for repayment of the debt of the party making such lease, conveyance and corresponding assignment which shall be paid from the fund balances assigned or conveyed by the conveying party, from rates, fees and charges collected by the SHAWSA pursuant to this Contract, and from such other sources of revenues as may properly be available to the SHAWSA for repayment of such debts. Notwithstanding any provision of this Contract to the contrary, the

conveying party shall remain legally obligated on any existing debt according to the terms of the existing debt instrument until such existing debt is fully paid.

A. The SHAWSA shall make all debt payments by their due dates and shall provide a written confirmation to the originally issuing party that each payment has been made. Payments on the debt issued by Allegan County and Van Buren County shall be made to them at least 14 days before their due dates.

B. The SHAWSA shall also provide that party an annual accounting of the payments.

C. The SHAWSA shall also file when due any required material events or other notices with respect to any such debt. This is a joint obligation with the party, Allegan County or Van Buren County that is the issuer of the debt.

D. The SHAWSA shall not allow any operation or use of the SHAWSA Systems that would cause the interest on any such debt to be included in gross income for federal income tax purposes pursuant to the Internal Revenues Code of 1986, as amended.

E. The SHAWSA shall comply with all bond covenants of any such debt.

5.8 Tax. The parties do not currently envision that the SHAWSA will levy any tax. But, the parties want to allow for that possibility should the governing bodies of the City, South Haven Township, and Casco Township each agree with the SHAWSA Board that the levy of a tax is necessary and appropriate. The SHAWSA may then levy a tax with the required votes of the electors as provided in the MPA. If approved, that tax shall be levied and collected at the same time and in the same manner as provided by the General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 *et seq*. The MPA requires all of the following with respect to any tax or any renewal so that the governing body of each of the municipal government parties and the electorate of each of the municipal government parties must approve of the levy of any tax. (This means that the governing body of any one of the municipal government parties or the electorate of any one of the municipal government parties could prevent the SHAWSA's levy of a tax.)

A. A proposal for a tax shall not be placed on the ballot unless the proposal is adopted by a resolution of the governing bodies of the City, South Haven Township and Casco Township.

B. The proposal for a tax to be levied by the SHAWSA may be submitted to a vote only at an even year general November election.

C. The SHAWSA may levy a new tax or increase an existing tax only if a majority of the electors in each of the governmental parties, *i.e.*, in the City, South Haven Township and Casco Township, voting on the new tax or the increase approve such tax or increase..

D. The SHAWSA may levy the renewal of an existing tax only if a majority of the electors in each of the governmental parties, *i.e.*, in the City, South Haven Township and Casco Township, voting on the renewal of the existing tax approve the tax.

5.9 UBAA Compliance. The SHAWSA shall comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 *et seq.* Before approving any annual budget or adopting its annual appropriations ordinance, the Board shall present its proposed budget to the governing body of each of the parties and allow at least 30 days for that governing body to provide comments on the proposed budget.

5.10 Fiscal Year. The SHAWSA's fiscal year shall begin January 1 and end December 31.

ARTICLE VI RATES AND CHARGES

6.1 Rate Basis.

A. All rates, fees and charges for services of the SHAWSA Systems shall be based on a methodology generally recognized by the American Water Works Association and shall also comply with any federal and state laws, rules and regulations, terms of any federal and state grant and loan agreements, and other legal requirements.

B. The Board shall establish a rate setting methodology that shall be documented in writing and applied until the Board amends it.

C. Rates shall be reviewed not less frequently than annually and adjusted as needed so that they provide all the revenues needed to cover all costs for operation, maintenance, repair and replacement, as well as debt service, including any covenanted or otherwise required coverage requirements and as otherwise generally consistent with good utility practices.

6.2 Operation, Maintenance, and Repair. It is the intention of the parties that all users of the SHAWSA Systems, regardless of which party's jurisdiction in which they are located, shall pay the same operation, maintenance, repair and replacement rates, fees and charges. Therefore, operation, maintenance, repair and replacement rates, fees and charges shall be established for the SHAWSA Water System and the SHAWSA Sewer System without regard to which party's jurisdiction in which the user is located.

A. However, this shall not prevent differentials in charges based on volumes, peak demands, times of peak uses, the character and strength of wastewater discharges, special pressure requirements, and other differences in services needed by or provided to a user. Surcharges and other special charges may be imposed to address such differences.

B. In addition, charges may be different for users with grinder pumps or other special maintenance, repair and replacement items.

6.3 Debt Service Charges. Each of the parties currently has outstanding debt. Each of the parties currently imposes charges upon users of public water and sanitary sewer services within its respective jurisdiction to pay such debt service. The SHAWSA shall continue to collect, adjusting as necessary or appropriate, those differing debt service charges from users in each of the parties' respective jurisdictions and use them to make the debt service payments on the outstanding bonds.

6.4 No Free Service. The SHAWSA shall not provide any free service to any user of either of the SHAWSA Systems.

6.5 Special Contracts. When it is deemed by the Board to be consistent with interests of the SHAWSA, the SHAWSA may enter into special contracts with a user to provide service or to provide for specified rates, fees and charges that deviate from those generally applicable, provided the contractual rates, fees and charges fairly allocate costs of the applicable SHAWSA System(s) to each user that is a party to such a contract.

ARTICLE VII PERSONNEL

7.1 Employees. The SHAWSA may employ such personnel as the Board determines are necessary to perform its duties, obligations and functions under this Contract and may provide such salaries, wages, benefits and other compensation as it determines is reasonable to provide such employees.

7.2 Contracts for Services. The SHAWSA may contract with any party or any other individual or entity to provide services to the SHAWSA to perform its duties, obligations and functions under this Contract, including professional, clerical, accounting, auditing, operation and maintenance, construction and installation, inspection, and any other services.

7.3 CEO. The SHAWSA shall employ or engage by a contract a person to serve as its liaison with the townships and the South Haven/Casco Authority, who shall work on a schedule, have the duties and be compensated as provided in a contract between that individual or entity and the SHAWSA. Until December 31, 2020, Ross Stein, who currently fulfills that role for the South Haven/Casco Authority shall serve that role for the SHAWSA, provided Mr. Stein wishes to continue to do so, is capable of doing so, and faithfully performs such duties.

7.4 City Contract. The SHAWSA shall contract with the City to provide clerical, accounting, billing, operation and maintenance, inspection, and other routine services for the SHAWSA. The City shall perform the same services for the SHAWSA Systems as it currently provides for the City Water System and the City Sewer System.

A. Payments made to the City for such services shall cover the costs of such services determined in accordance with standard municipal accounting procedures and shall pay the following expenses:

1. The wages, salaries and benefits of City staff performing such services, including any premium or overtime pay, all of which shall be billed by the City accounting to the time spent by each employee on SHAWSA work or on such other basis as the City and the SHAWSA agree;
2. The use of City equipment and vehicles;
3. Space in City buildings occupied exclusively for the SHAWSA or an appropriate allocation of costs for such space as is determined to be necessary to provide the City services to the SHAWSA;
4. A portion of pension and retiree health care benefits for employees performing services for the SHAWSA that is allocated in accordance with municipal accounting standards; and
5. An overhead payment for human resources, oversight and management of staff performing services for the SHAWSA, budgeting and auditing, and other administration related to City services provided to the SHAWSA, that shall not exceed 10% of the employment costs paid pursuant to subsection 7.4.A.1.

B. The contract with the City may provide for its termination if the City fails, after notice and an opportunity to cure, to perform such services in a manner that enables the SHAWSA to comply with the terms and conditions of this Contract. For example, if the SHAWSA fails to operate either of the SHAWSA Systems in compliance with applicable legal requirements due to the failure of City personnel, the SHAWSA may terminate the contract with the City.

C. The City and SHAWSA may mutually agree to modify the contract between them to shorten its duration, to limit or increase the services to be provided, or to alter it in a manner they agree is beneficial for one or both of them.

D. The contract with the City shall provide that, to the extent the SHAWSA is required to pay fines or penalties due to the unlawful actions of City employees performing services for the SHAWSA, the City shall pay SHAWSA the full amounts of any such fines or penalties, except to the extent any such fines or penalties result from any direction, management, or other actions, statements or oversights of the SHAWSA.

E. The contract shall also provide that the City shall hold the SHAWSA harmless from, indemnify the SHAWSA for and defend the SHAWSA against any claims, causes of action, lawsuits, or other proceedings arising from property damage or personal injuries due to the wrongful or negligent acts of City personnel performing services for the SHAWSA, except to the extent any such property damage or personal injuries result from any direction, management, or other actions, statements or oversights of the SHAWSA.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The SHAWSA shall hold the parties to this Contract, Allegan County, and Van Buren County, harmless from, indemnify them for, and defend them against, any and all claims, causes of action, lawsuits and other proceedings, judgments, awards, administrative actions and other losses of any kind resulting from the acquisition, lease, ownership, use, operation, repair, maintenance, replacement, improvement, extension, or expansion of the SHAWSA Systems, except to the extent resulting from the negligence or wrongdoing of such party, Allegan County or Van Buren County.

8.2 Insurance. The SHAWSA shall obtain and maintain the following and provide upon request to any party, Allegan County or Van Buren County copies of all policies, endorsements, certificates of insurance and proofs of premium payment:

- A. Workers disability compensation coverage in required amounts covering all SHAWSA employees.
- B. Unemployment compensation coverage for all SHAWSA employees.
- C. No fault insurance coverage for all vehicles owned by the SHAWSA with coverage in amounts determined by the Board to be reasonable and prudent.
- D. Liability insurance in amounts and with such coverage as is consistent with good utility practices for public water and sanitary sewer systems. If any party to this Contract questions the adequacy of such coverage, the Board shall defer to the determination by a majority vote of a committee consisting of SHAWSA's general legal counsel, the general counsel for the City, SHAWSA's risk management officer (who may be a person designated by the SHAWSA insurance agent or carrier), the risk manager for Van Buren County, the risk manager for Allegan County, the SHAWSA CEO, and the risk manager for the City of Grand Rapids.
- E. Casualty and property insurance against fire, flood, wind and other casualty losses, theft, vandalism and other destruction to or damage of any portion of the SHAWSA Systems, such that in case of such destruction or damage, the insurance proceeds, plus a commercially reasonable deductible will be sufficient to rebuild or replace such portion that is destroyed or damaged.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. The initial term of this Contract shall be 35 years, terminating on December 31, 2051.

9.2 Renewal. After the initial term, this Contract shall renew for subsequent 10 year renewal terms unless any party provides notice of its intent not to renew at least 2 years prior to the end of the initial term or any renewal term.

9.3 Termination. This Contract may be terminated under the following situations:

- A. If the parties agree, this Contract may be terminated as provided in their written agreement to terminate this Contract.

B. If all but one of the parties wishes to withdraw from this Contract, this Contract shall terminate on the effective date of such withdrawal.

9.4 Withdrawal. A party may withdraw from this Contract upon at least 2 years written notice to all other parties. Upon withdrawal:

A. The withdrawing party shall remain responsible for the payment of any debts incurred by the SHAWSA after the effective date of this Contract and before the effective date of the withdrawal, and shall pay the SHAWSA an amount equal to the debt service payments the SHAWSA would have received from users within the jurisdiction of the withdrawing party if the withdrawing party had not withdrawn.

B. The withdrawing party shall also be responsible for the payment of any debts of the withdrawing party that were assumed by the SHAWSA.

C. The SHAWSA shall convey to the withdrawing party all of the SHAWSA's right, title and interests in any real and personal property comprising the public water and sanitary sewer system components the withdrawing party initially conveyed to the SHAWSA in the condition they are in at the time of withdrawal (including any replacements or improvements). The SHAWSA may retain any other public water and sanitary sewer system lines and other facilities owned by the SHAWSA that are located within the jurisdiction of the withdrawing party and shall retain the consent of the withdrawing party under Article VII, Section 29 of the Michigan Constitution of 1963, to use, operate, repair, maintain, replace and improve such components.

9.5 Cessation of South Haven/Casco Authority. The parties acknowledge that when its debt is retired or at some earlier or later time, the South Haven/Casco Authority may cease to exist, at the discretion of South Haven Township and Casco Township, according to Article V of the South Haven/Casco Authority's Articles of Incorporation. If and when that occurs, it will not be a withdrawal or have any effect on this Contract. Instead, there will simply be one fewer party to this Contract.

9.6 Effect of Termination. Upon the expiration or other termination of this Contract, assets of the SHAWSA shall be conveyed to the parties as provided in this section:

A. If the parties to this Contract at the time of its termination agree in writing on the disposition of the SHAWSA assets, the SHAWSA assets shall be disposed of in the manner agreed.

B. Otherwise, SHAWSA assets shall be disposed of in the following manner:

1. The public water and sanitary sewer system components shall be conveyed to the parties to this Contract at the time of its termination in whose jurisdiction such components are located. If there are public water and sanitary sewer system components located outside the jurisdiction of the parties to this Contract at the time of its termination, such components shall be conveyed to the party to this Contract at the time of its termination whose jurisdiction is located closest to

those public water and sanitary sewer system components. However, lake intake, pumping station, and related piping and facilities to serve the New Covert Generating electrical generation facility shall be owned by the City upon termination of this Contract.

2. SHAWSA funds shall first be applied to any outstanding debt of the SHAWSA. If funds are remaining, they shall be distributed among the parties to this Contract at the time of its termination in proportion to revenues paid to the SHAWSA from users within the jurisdictions of each of the parties to this Contract at the time of its termination.

3. If at the time of the termination of this Contract, SHAWSA owns equipment, vehicles or other personal property that is not a fixed part of any public water or sanitary sewer system, the equipment, vehicles or other personal property shall be sold and the proceeds of the sale applied in accordance with the distribution of SHAWSA funds in the preceding paragraph 9.6.B.2, *i.e.*, applied first against any outstanding debt, with any remainder distributed proportionally among the parties.

C. Upon the distribution of SHAWSA assets, the party to which those portions of the assets comprising all or portions of public water or sanitary sewer systems have been conveyed shall have jurisdiction over that portion of such public water or sanitary sewer system and shall adopt ordinances and take other actions required by applicable law to obtain, assign or transfer permits and other approvals, file notices with state and federal authorities, and use, own, operate, repair, maintain, expand, extend, improve and replace that portion of such public water or sanitary sewer system in compliance with all applicable laws, rules, regulations, permits and other approvals.

ARTICLE X

REMEDIES

10.1 Remedies.

A. Before a party may undertake any legal or equitable action pursuant to or to enforce any provision of this Contract, that party shall first notify in writing the other parties of the basis for the claim, including detailed recitations of the facts and the law upon which the claiming party is relying. The parties receiving such claim letter shall, within 21 days of receiving the claim, respond in writing identifying those issues on which there is agreement and stating in detail the facts and law upon which the responding party is relying as to any issues on which there is disagreement. The parties shall schedule a meeting to occur within 14 days after the date the response is due to discuss and seek to resolve the dispute. These time frames may be adjusted by the written consent of the parties.

B. The parties agree that remedies at law are inadequate and the parties shall have the right to all equitable remedies including, without limitation, mandamus, specific performance and injunctive relief.

C. To the extent not prohibited by law, the parties agree that the prevailing party or parties in any action brought by any one or more of them against the other party or parties pursuant to or to enforce any provision of this Contract may, in addition to any other remedy to which it or they may be entitled, recover actual reasonable costs, including, without limitation, actual reasonable filing fees, attorney fees, expert consulting and witness costs, discovery costs, investigative costs, professional fees and any other expenses incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and any collection proceedings.

ARTICLE XI MISCELLANEOUS

11.1 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Contract shall be deemed effectively given when personally delivered, delivered by a courier service such as FedEx or UPS, or the receipt date when mailed by certified mail, return receipt requested, delivered to those addresses first provided above. The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given. The parties may also designate e-mail or other addresses for written notices to be given.

11.2 Replacement. To the extent doing so will not violate any applicable laws, rules, regulations or permit requirements and will not violate any covenant made in any issuance of debt by or on behalf of any of the parties, this Contract shall supersede and replace all prior written or oral agreements, representations, covenants, or statements among any of the parties with respect to public water and sanitary sewer service in the City, South Haven Township and Casco Township including, without limitation, the following:

- A. Franchise and Water and Wastewater Service Agreement among the City, South Haven Township and Casco Township dated December 28, 1994.
- B. Agreement and Consent for Use of Right-of-Way between the City and South Haven Township dated December 28, 1994.
- C. Capacity and Replacement Rate Contract among Casco Township, South Haven Township, the City and the South Haven/Casco Authority dated April 7, 2008.

This Contract is the entire agreement among the parties with respect to its subject matter. All parties specifically acknowledge, in entering into and executing this Contract, they are relying solely upon the representations and agreements contained in this Contract and no others.

11.3 Interpretation.

- A. The article, section, and other headings in this Contract are for reference purposes only and shall not in any way affect its meaning or interpretation. However, the recitals are an integral part of this Contract .

B. This Contract may not be amended except in writing signed by all parties following resolutions adopted by their respective governing bodies.

C. This Contract may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

D. All parties consulted legal counsel and had input into the drafting of this Contract. It should therefore be construed as if it were mutually drafted.

11.4 Assignment. No party may assign any of its rights, duties or obligations under this Contract without the other parties' prior written consent.

11.5 Additional Documents. The parties agree to execute and deliver additional documents as are reasonably determined to be needed by legal counsel for the SHAWSA and the parties to give full effect and to fully implement this Contract.

The parties have signed this Contract as of the date first written above.

CITY OF SOUTH HAVEN

By: Robert Burr
Robert Burr, Mayor

By: Travis Sullivan
Travis Sullivan, Clerk

Date signed: May 22, 2017
Authorized by Resolution No. 206-87 adopted
November 7, 2016

TOWNSHIP OF CASCO

By: Allan W. Overhiser
Allan W. Overhiser, Supervisor

By: Cheryl Brenner
Cheryl Brenner, Clerk

Date signed: 5/23, 2017
Authorized by Resolution No. , adopted
 , 20

CHARTER TOWNSHIP OF SOUTH HAVEN

By: Ross Stein
Ross Stein, Supervisor

By: Brenda Bertorelli
Brenda Bertorelli, Clerk

Date signed: 5/23, 2017
Authorized by Resolution No. 16-06, adopted
3/9, 2016

SOUTH HAVEN TOWNSHIP AND CASCO
TOWNSHIP WATER AND SEWAGE
TREATMENT AUTHORITY


By: Ross Stein
Ross Stein, Chairperson

By: Allan W. Overhiser
Secretary

Date signed: , 20
Authorized by Resolution No. , adopted
 , 20

Signing to consent to sections 2.3, 2.5, 5.7 and 6.3, but not as a party to this Contract.

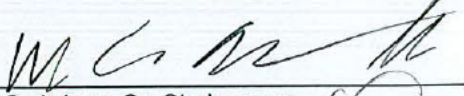
County of Allegan, acting by and through its Board
of Public Works

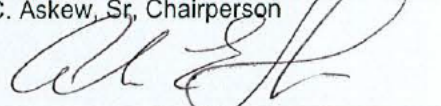
By: 
Al Meshkin Chairperson, BPW

By: 
Denise Medemar, Secretary, BPW

Date signed: January 19, 2017
Authorized by a resolution adopted: November 9
2016

County of Van Buren, acting by and through its
Board of Public Works

By: 
W.C. Askew, Sr, Chairperson

By: 
Alain E. Svilpe, Vice-Chairperson

Date signed: Dec. 22, 2016
Authorized by resolution, adopted Dec. 8,
2016

**ALLEGAN COUNTY
BOARD OF PUBLIC WORKS**
Allegan County, Michigan

Board member Thiele, supported by Board member Jurczuk, moved the adoption of the following ordinance:

**A RESOLUTION CONSENTING TO SECTIONS 2.3, 2.5, 5.7, AND 6.3 OF THE SOUTH
HAVEN AREA WATER-SEWER AUTHORITY CONTRACT**

WHEREAS, representatives of South Haven Charter Township, Casco Township, and the City of South Haven have negotiated the proposed South Haven Area Water-Sewer Authority Contract in the form attached as Attachment 1 (the "SHAWSA Contract") pursuant to which South Haven Charter Township, Casco Township, and the City would form and be members of the South Haven Area Water-Sewer Authority (the "SHAWSA") which would essentially own and operate the public water and sanitary sewer systems serving the townships and the City; and

WHEREAS, due to financing through 1957 PA 185, as amended, MCL 123.721 *et seq.* ("Act 185") or for other reasons, Allegan County has an interest in the public water distribution and sanitary sewer systems that the parties to the SHAWSA Contract contemplate as being owned and operated by SHAWSA; and

WHEREAS, this Board believes it to be in the best interest of Allegan County to consent to certain provisions of the SHAWSA Contract, in the form substantially attached as Attachment 1, and thereby agree to convey any interest that the County has in the public water and sanitary sewer systems upon full payment and satisfaction of existing debt obligations and to take other actions that may be needed as a result of the SHAWSA Contract.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board, acting on behalf of Allegan County, consents to Sections 2.3, 2.5, 5.7, and 6.3 of the SHAWSA Contract, subject to such changes as are approved by the Chairperson and the County's legal counsel. The Chairperson and Secretary are authorized and directed to sign the SHAWSA Contract to memorialize the County's consent
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

CERTIFICATION

I certify that this resolution was adopted by the Allegan County Board of Public Works at a meeting held on November 9, 2016.

November 14, 2016


Denise Medemar, Secretary

VAN BUREN COUNTY BOARD OF PUBLIC WORKS
Van Buren County, Michigan

Board member Boze, supported by Board member Ray, moved adoption of the following resolution:

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO SECTIONS 2.3, 2.5, 5.7, AND 6.3 OF THE SOUTH HAVEN AREA WATER-SEWER AUTHORITY CONTRACT

WHEREAS, representatives of South Haven Charter Township, Casco Township, and the City of South Haven have negotiated the proposed South Haven Area Water-Sewer Authority Contract in the form attached as Attachment 1 (the "SHAWSA Contract") pursuant to which South Haven Charter Township, Casco Township, and the City would form and be members of the South Haven Area Water-Sewer Authority (the "SHAWSA") which would essentially own and operate the public water and sanitary sewer systems serving the townships and the City; and

WHEREAS, due to financing through 1957 PA 185, as amended, MCL 123.721 *et seq.* ("Act 185") or for other reasons, Van Buren County through the Van Buren County Board of Public Works has an interest in the public water distribution and sanitary sewer systems that the parties to the SHAWSA Contract contemplate as being owned and operated by the SHAWSA; and

WHEREAS, this Board believes it to be in the best interest of Van Buren County to consent to certain provisions of the SHAWSA Contract, in the form substantially attached as Attachment 1, and thereby agree to convey any interest that Van Buren County and the Van Buren County Board of Public Works may have in the public water and sanitary sewer systems and to take other actions that may be needed as a result of the SHAWSA Contract when any bonds issued pursuant to Act 185, including the Casco/South Haven 2014 bonds, are fully paid.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Van Buren County Board of Public Works, acting on behalf of Van Buren County, consents to Sections 2.3, 2.5, 5.7, and 6.3 of the SHAWSA Contract, subject to such changes as are approved by the Chairperson and the County's legal counsel. The Chairman and Vice-Chairman are authorized and directed to sign the SHAWSA Contract to memorialize the County's consent
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

CERTIFICATION

I certify that this resolution was adopted by the Van Buren County Board of Public Works at a meeting held on 12-08, 2016.

Dec. 22, 2016



Gregory H. Kinney, Secretary

EXHIBIT A
MAJOR COMPONENTS OF SYSTEMS

City Water System

The water intake facilities, pumps, water treatment plant, water towers, stand pipes, reservoirs, transmission and distribution mains, valves, meters, hydrants and other facilities and components, as generally depicted on the attached South Haven Area Water Distribution Area Map.

City Sanitary Sewer System

The gravity and force collection and transmission mains, pumps, lift stations, wastewater treatment plant, outfall sampling facilities, and other sanitary sewer facilities, as generally depicted on the attached Sanitary Sewer System City of South Haven Map.

South Haven Charter Township Water Distribution System

The transmission and distribution mains, valves, meters, hydrants and other facilities and components, as generally depicted on the attached South Haven Area Water Distribution Area Map.

South Haven Charter Township Sanitary Sewer Collection System

The gravity and force collection and transmission mains, pumps, lift stations, and other sanitary sewer facilities, as generally depicted on the attached Sanitary Sewer System Casco Twp, South Haven Twp, Geneva Twp Map.

Casco Township Water Distribution System

The pumps, transmission and distribution mains, pumps, valves, meters, hydrants and other facilities and components, as generally depicted on the attached South Haven Area Water Distribution Area Map.

Casco Township Sanitary Sewer Collection System

The gravity and force collection and transmission mains, pumps, lift stations, and other sanitary sewer facilities, as generally depicted on the attached Sanitary Sewer System Casco Twp, South Haven Twp, Geneva Twp Map.

Sanitary Sewer System

City of South Haven

Legend

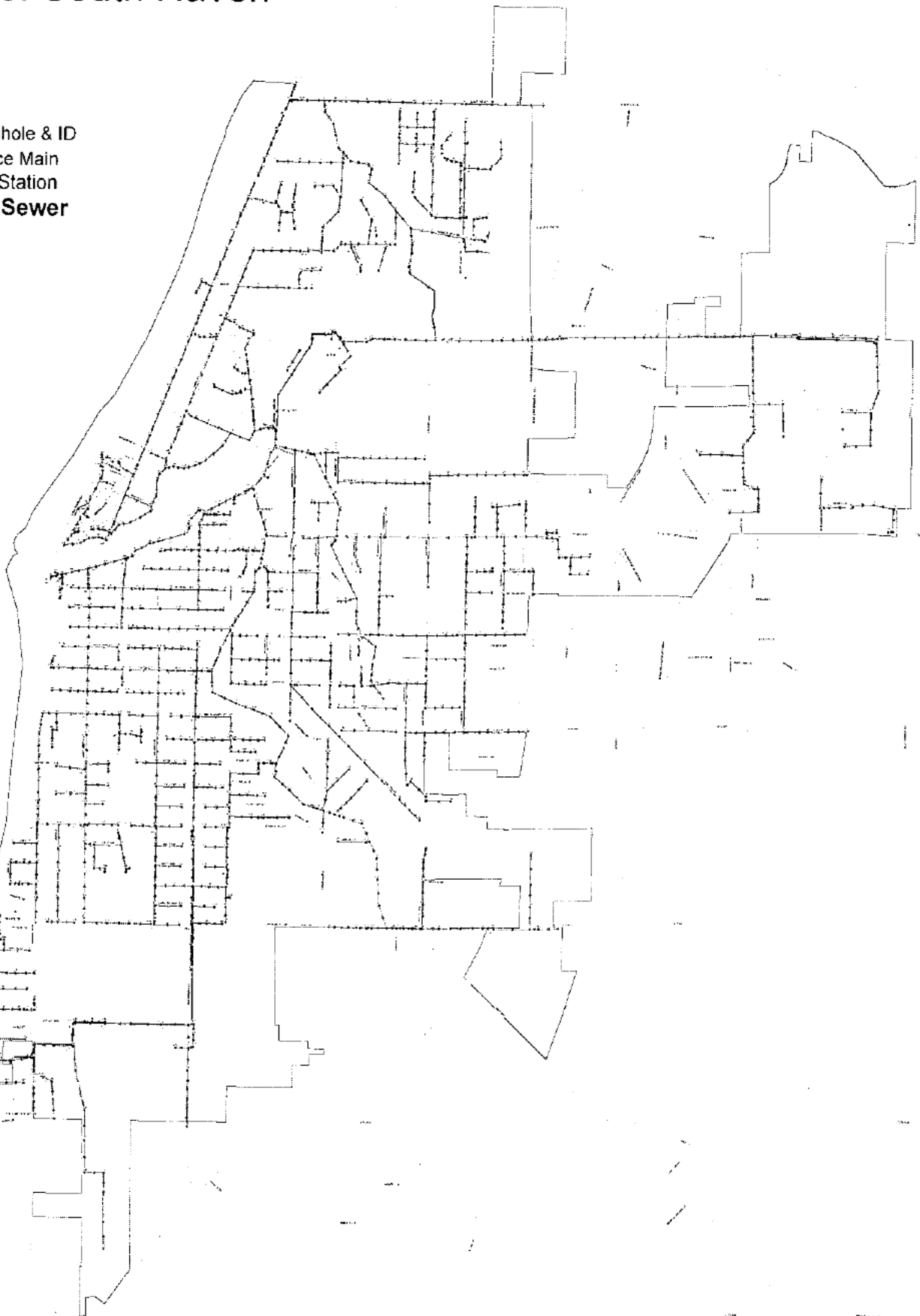
- Manhole & ID
- Force Main
- Lift Station

Sanitary Sewer

- 4"
- 6"
- 8"
- 10"
- 12"
- 15"
- 16"
- 18"
- 20"
- 21"
- 24"



Lake
Michigan

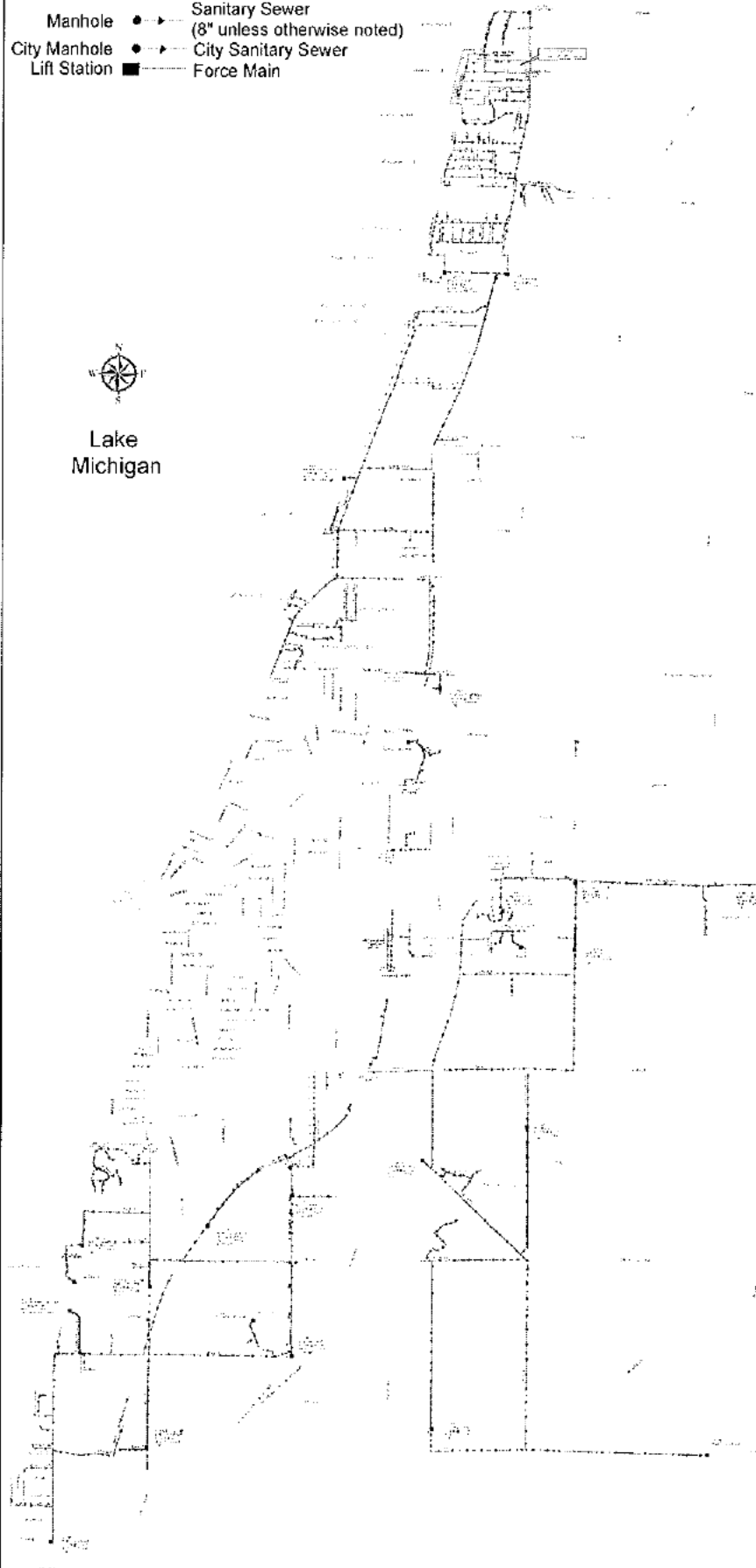


Sanitary Sewer System
Casco Twp, South Haven Twp, Geneva Twp.

- Manhole ● Sanitary Sewer (8" unless otherwise noted)
- City Manhole ● City Sanitary Sewer
- Lift Station ■ Force Main

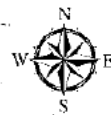


Lake
Michigan



South Haven Area Water Distribution Map

Casco Township,
City of South Haven,
South Haven Township



Legend

- Water Reservoirs
- Pump Stations
- 1" - 8"
- 10" - 14"
- 16" - 24"
- Untreated Water Mains
- Proposed Water Mains
- Future Water Mains

Lake Michigan

City of
South Haven

South Haven Twp.

Covert Twp.

Casco Twp.

Geneva Twp.

Bangor Twp.

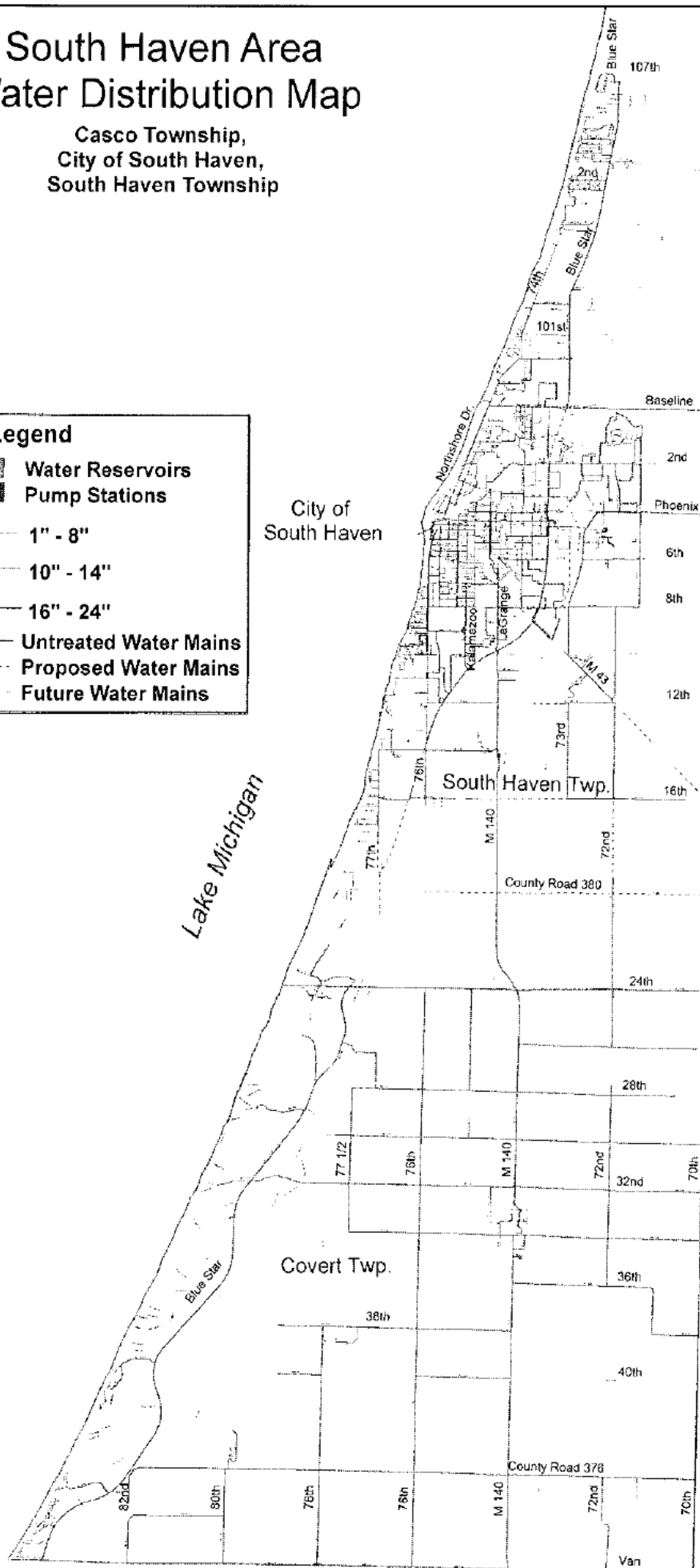


EXHIBIT B
ASSETS OF THE CITY WATER SYSTEM AND THE CITY SEWER SYSTEM

Water System	
CASH - 5/3 POOLED SWEEP	953,235.64
FLAGSTAR MONEY MARKET	247,939.77
CERTIFICATES OF DEPOSIT	1,016,248.26
CD-BOND RESERVE/ACC INT-5/3	60,743.06
MARKET VALUE ADJUSTMENTS	(18,445.00)
MULTIBANK MONEY MARKET	5,750.00
U.S. GOVERNMENT SECURITIES	500,000.00
UTILITY BILLS RECEIVABLE	153,917.40
UTILITY DEPOSIT RECEIVABLE	5,728.84
UTILITY REC - SH TOWNSHIP	4,050.52
ACCOUNTS RECEIVABLE	5,556.51
EST UNCOLLECTIBLE ACCTS REC	(2,500.00)
DELQ UTILITY TRANSFERRED TO TAX	20,963.13
SPEC ASSESS REC-PHOENIX ST	1,768.18
SPEC ASSESS REC-ST JOSEPH ST	54,133.62
SPECIAL ASSESSMENT-QUAKER ST	3,204.35
SPEC ASSESS REC - SUP/GREEN	24,332.62
SPECIAL ASSESSMENT-SUPERIOR ST	1,774.59
SPEC ASSESS REC - S. HAVEN PL.	33,195.46
SPECIAL ASSESS REC - PARK AVE	3,935.07
SPEC ASSESS - KAZOO ST P1	28,250.55
SPEC ASSESS - KAZOO ST P2	42,099.33
SPEC ASSESS - CONTRACTS	19,861.04
INTEREST RECEIVABLE	1,943.10
INVENTORY-MATERIALS & SUPPLIES	22,474.97
INVENTORY PARTS	162,782.85
PREPAID ITEMS	48,342.79
BOND DISCOUNT	454,300.00
AMORT - BOND DISCOUNT COSTS	(131,191.00)
LAND	9,394.42
LAND IMPROVEMENTS	22,566.29
ACCUM DEPR- LAND IMPROVEMNTS	(19,993.45)
BUILDINGS, ADDITIONS, IMPROVE	22,103,921.08
ACCUM DEPR, BUILD, ADDS, IMPRV	(2,628,382.95)
MACHINERY AND EQUIPMENT	571,040.85
ACCUM DEPR-MACHINERY AND EQUIP	(508,799.57)
WATER SYSTEM	9,215,316.16
ACCUM DEPR - WATER SYSTEM	(6,309,494.41)
DEF OUTFLOWS-SUBSEQUENT MERS CONTRIB	18,304.00
DEF OUTFLOWS- MERS INVESTMENTS	31,046.00
Total Assets	26,229,314.07

Sewer System

CASH - 5/3 POOLED SWEEP	534,373.15
CERTIFICATE OF DEPOSIT	716,430.63
MARKET VALUE ADJUSTMENTS	(7,378.00)
CASH-FLAGSTAR REPLACE RES/MM	6,075.43
MULTIBANK MONEY MARKET	2,300.00
U.S. GOVERNMENT SECURITIES	200,000.00
UTILITY BILLS RECEIVABLE	108,302.70
UTILITY REC - SH TOWNSHIP	1,470.99
ACCOUNTS RECEIVABLE	21,133.94
EST UNCOLLECTIBLE ACCTS REC	(2,500.00)
DELQ UTILITY TRANSFERRED TO TAX	9,373.95
SPEC ASSESS REC-ST JOSEPH ST	79,256.27
SPEC ASSESS REC-RAVINES	10,810.53
QUAKER ST SEWER ASSESSMENT	3,479.25
SPECIAL ASSESSMENT-SUPERIOR ST	1,764.57
SPEC ASSESS REC - SUP/GREEN	20,170.43
SPEC ASSESS REC - S. HAVEN PL.	19,077.73
SPECIAL ASSES REC - PARK AVE	11,703.15
SPEC ASSESS - KAZOO ST P1	16,658.39
SPEC ASSESS - KAZOO ST P2	24,032.82
INTEREST RECEIVABLE	1,833.65
INVENTORY-MATERIALS & SPPLIES	12,899.13
PREPAID ITEMS	43,254.07
LAND	7,331.12
LAND IMPROVEMENTS	35,000.00
ACCUM DEPR- LAND IMPROVEMNTS	(35,000.00)
BUILDINGS, ADDITIONS, IMPROVE	4,532,796.85
ACCUM DEPR-BLDNG, ADDS, IMPROV	(3,052,026.93)
MACHINERY AND EQUIPMENT	828,177.60
ACCUM DEPR-MACHINERY & EQUIP	(681,649.41)
SEWER SYSTEMS	8,636,873.17
ACCUM DEPR - SEWER SYSTEMS	(4,964,687.76)
WIP - SEWER PROJECTS	198,353.10
DEF OUTFLOWS-SUBSEQUENT MERS CONTRIB	13,205.00
DEF OUTFLOWS- MERS INVESTMENTS	22,398.00
Total Assets	<u>7,375,293.52</u>

EXHIBIT C
LIABILITIES OF THE CITY WATER SYSTEM AND THE CITY SEWER SYSTEM

Water System

UTILITY BILLS PAYABLE	6,903.79
ACCOUNTS PAYABLE	95.00
DUE TO TOWN WATER/SEWER AUTHOR	36,579.49
CURRENT BONDS PAYABLE	625,000.00
BOND INTEREST PAYABLE	74,615.21
CUSTOMERS DEPOSITS PAYABLE	78,101.88
ACCRUED VACATION PAYABLE	55,924.23
NET PENSION LIABILITY	322,155.00
BONDS PAYABLE	<u>17,270,000.00</u>
Total Liabilities	18,469,374.60

Sewer System

UTILITY BILLS PAYABLE	1,665.70
ACCOUNTS PAYABLE	791.32
DUE TO TOWN WATER/SEWER AUTHOR	49,530.63
CUSTOMERS DEPOSITS PAYABLE	648.84
ACCRUED VACATION PAYABLE	65,131.90
NET PENSION LIABILITY	<u>232,419.00</u>
Total Liabilities	350,187.39

EXHIBIT D

CONTRACTS AFFECTING CITY WATER SYSTEM AND CITY SEWER SYSTEM

1. Agreement Regarding Annexation of Territory Pursuant to Statute, dated December 13, 1994, among the City of South Haven, South Haven Charter Township, and Casco Township.
2. Franchise and Water and Wastewater Service Agreement, dated December 28, 1994, among the City of South Haven, South Haven Charter Township, and Casco Township.
3. Nullification of Annexation Agreements, dated December 28, 1994, among the City of South Haven, South Haven Charter Township, and Casco Township.
4. Agreement for Conditional Transfer of Property, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
5. Agreement and Consent for Use of Right-of-Way, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
6. Land Use and Zoning Joint Advisory Board Agreement, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
7. Waiver and Satisfaction of Taxed Costs, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
8. Water Service Contract, dated March 13, 1997, between the City of South Haven and Covert Township.
9. Covert Water Agreement, dated May 1, 1997, between the City of South Haven and Covert Township.
10. Water Service Contract Amendment for Operation and Maintenance of Water System, dated September 8, 1998, between the City of South Haven and Covert Township.
11. Water Service Agreement, dated November 23, 1999, among the City of South Haven, Covert Township, and Covert Generating Co.
12. Water Main Extension Agreement, dated August 3, 2001, among the City of South Haven, South Haven Charter Township, Casco Township, Covert Township, and Covert Generating Co.
13. Capacity and Replacement Rate Contract, dated April 7, 2008, among the City of South Haven, South Haven Charter Township, and Casco Township.
14. Capacity and Replacement Rate Contract, dated September 1, 2008, between the City of South Haven and Covert Township.

EXHIBIT E
UNAUDITED ACCOUNTING OF CITY WATER SYSTEM AND CITY SEWER SYSTEM

Water System

CONTRIBUTED CAPITAL	2,093,204.68
RETAINED EARNINGS	<u>5,680,462.41</u>
Total Fund Balance	7,773,667.09

Sewer System

CONTRIBUTED CAPITAL	1,013,995.30
RETAINED EARNINGS	<u>6,178,833.85</u>
Total Fund Balance	7,192,829.15

August 8, 2023
Board Mtg

Laura Fogarty

From: Laura Fogarty
Sent: Tuesday, July 11, 2023 2:29 PM
To: X
Subject: Request For Proposals
Attachments: 32916 Orchard Request for Bids Demolition and Clean Up.pdf, 33081 North Cemetery Request for Bids Demolition and Clean Up.pdf

Good afternoon,

Please see the two (2) attached Request for Proposals. Should you have any questions or concerns please feel free to contact me via email or phone.

*Thank you,
Laura Fogarty*

Covert Township
Office Manager
269-764-5138

X
Compton, Inc.
1201 8th Avenue
South Haven, MI 49090

X
RISKY BUSINESS
744 WILSON ST
SOUTH HAVEN, MI 49090

X
B and Z Company
1001 Clarke Ave
Benton Harbor, MI 49022

X
JD Affordable Excavating, LLC
63281 Michigan 43
Bangor, MI 49013

TOWNSHIP OF COVERT

REQUEST FOR PROPOSALS

DEMOLITION AND SITE CLEANUP

Property Parcel ID: 80-07-015-055-20

Owner: Chris Benford and Rachel Benford

Site Location: 32916 Orchard, Covert, MI 49043

The Township Board having approved the application to the Van Buren County Land Bank to remove the blight at the above-listed property; the property owner and parties in interest having been afforded an opportunity to be heard regarding the same; the property owner and parties in interest having signed and notarized an Agreement and Authorization for Clean-up, Property Maintenance Remediation and Cost Recovery authorizing the Township to clear the blight on the property; the Township Board having determined that the single-family home located on the property shall be razed.

NOW THEREFORE it is hereby ordered that:

1. The residential structure located on the property located at 32916 Orchard constitutes Dangerous Building(s) in accordance with the Dangerous Buildings provisions of the Housing Law of Michigan and Covert Township Ordinance No. 84;
2. The residential structure located on the property addressed at 32916 Orchard within the Township is to be demolished and the debris created thereby removed.

OBJECTIVE

The Covert Township Board is now moving ahead to obtain bids to demolish said structures as described in item #1 and #2 above.

SCOPE OF SERVICE

The Township of Covert desires to retain the services of a single contractor to demolish said structures and site cleanup as described in item #1 and #2 above.

Once the contract is awarded, all demolition and cleanup must be completed within sixty (60) days.

The following guidelines should be followed when responding to the request for proposals. Please note that this project is funded by the Blight Elimination Program of the State Land Bank Authority and the Van Buren County Land Bank Authority, which places additional requirements on contractors performing blight elimination services.

Qualifications

Responses to this request should include information related to all of the following qualifications:

- A. Builder's License for Demolition;
 - i. Either a Residential Builder's license or a Maintenance and Alteration License with a House Wrecking classification
- B. Insurance;
 - i. The successful bidder will be required to have full coverage of workmen's compensation and contractor's liability and property damage insurance. As part of their bid proposal, all bidders shall submit a certificate of insurance as proof that the bidder has a current insurance policy providing the following coverage:
Comprehensive general liability in the amount of one-million dollars (\$1,000,000.00).
- C. Contractor's experience on similar projects;
- D. Safety plans, including site control procedures;
- E. A statement that the contractor will not discriminate on the bases of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.

Requirements for Project

All of the following are required elements of the contract whose costs must be accounted for in any submitted proposal. The contractor shall be expected to:

- A. Provide overall management and administration of the project;
- B. Provide a schedule to the Township for demolition, including time to survey, prepare, demolish, clean-up, and remediate the site;
- C. Conduct a survey for asbestos and other hazardous materials, with added provisions and costs necessary should asbestos or other hazardous materials be found on the property;
 - i. When asbestos-containing materials are in the building to be demolished, the township will allow up to \$1500 for inspection costs. The bid need not contain remediation costs for asbestos removal, as they are unknown until after inspection. The bidder will provide an inspection report, remediation plan and expected cost of remediation after inspection. The Township reserves the ability to review and separately approve asbestos remediation plans and cost estimates. No demolition can occur until asbestos has been remediated by contractor or his/her designee.
 - ii. Should asbestos be found on the property, the contractor must provide an Asbestos Abatement Contractor license and hazardous material training and expertise.

- iii. Hazardous materials include, in part: asbestos, mechanical and electrical systems containing polychlorinated biphenyls, potentially hazardous or regulated materials/waste located in containers and/or drums, potential mercury containing items, volatiles/flammables (kerosene, oil, gas), heavy metals, florescent light bulbs and ballasts, paint, varnish, cleaning products, household products, and tires.
- D. Notify the State of Michigan of all demolition activity, including the LARA Asbestos Program if applicable;
- E. Coordinate utility shut off and disconnection;
 - i. Sanitary and storm sewer leads, gas, water and other service lines shall be shut off and sealed at the property line as approved by the utility owner.
 - ii. In the case of a private well and/or private septic system. All wells and septic systems must be properly abandoned according to the environmental health care for Van Buren/Berrien Counties.
- F. Remove or facilitate the removal of all utility equipment (i.e. water meters);
- G. Contact Miss Dig to have utilities surveyed and marked;
 - i. Miss Dig must be contacted at least 72 hours prior to commencement of work.
- H. Survey and stake the lot lines, and provide photographs of the survey markers;
- I. Perform a pre-demolition and post-demolition inspection, with accompanying photographs and written notes for each;
- J. Provide required 10-day notice to the State of Michigan of any abatement activity;
- K. Perform air monitoring and clearance before demolition;
- L. Provide adequate notice to neighborhood residents of demolition and adequately prepare the site for demolition;
- M. Fully destroy the blighted buildings and properly remove all waste materials from the site;
- N. Complete Abatement Waste Manifests;
- O. Complete and submit demolition debris removal and waste manifests;
- P. Perform an open hole inspection;
- Q. Provide fill material;
- R. Complete grading, replace top soil, and seed property.

Required Documentation

The following documentation must be provided by the contractor (with the assistance of the Township where necessary) prior to the final completion of the project to satisfy the requirements of the Blight Elimination Program funding:

- A. All required local and state permits for demolition;
- B. Gas, electric, and water wrecking clearances;
- C. Asbestos and Hazardous Material Survey;
- D. Phase I and Phase II Assessments (if conducted);
- E. NESHAP 10-day notice of abatement to the State of Michigan;
- F. Abatement clearances;

- G. Proper State of Michigan certified licensure from contractors, subcontractors, or others involved in the project;
- H. Pre- and post-demolition photographs demonstrating the blighted condition of the property and adequate remediation, respectively;
- I. Open Hole inspection and photographs;
- J. Proper invoices from contractors, subcontractors, and others involved in the project provided to the Township;
- K. Approved/Closed applicable permits;
- L. Site Control procedures;
- M. Lien waivers from all contractors, subcontractors, or others involved in the project;
- N. Signed remediation and/or demolition waste/recycling manifests.

General Provisions

- A. If any change orders are necessary once the contract has been awarded, they must be in writing, and it will require the signatures of the contractor and Ordinance Enforcement Officer and/or Building Inspector;
- B. In conformance with the Air Pollution Control Regulation of the Michigan Department of Public Health, the open burning of debris from demolition of building shall not be permitted. The contractor shall dispose of all debris in a sanitary landfill that has been approved by local authorities having jurisdiction. Copies of all sanitary landfill receipts must be submitted prior to the release of payment by the Township.

INSTRUCTION TO BIDDERS

- 1. Bids must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the bid.
- 2. Bids must be submitted in sealed envelopes clearly marked on the outside:
"32916 Orchard – DEMO BID"
- 3. No telephoned or facsimile bids will be considered.
- 4. Bids must be sealed; hand delivered or mailed to:
Township of Covert
Laura Fogarty, Office Manager
P.O. Box 35
Covert, MI 49043
- 5. All bids and subsequent invoices must be broken down per property id and address.

The Township reserves the right to reject any and all proposals and any contract is subject to the Township securing adequate funding for such service. Further, the Township reserves the right to accept or reject any and all bids due to unforeseen circumstances, for any discrepancy within a submitted bid, or for the failure of a bid to meet the requirements listed within this request.

The bid opening will be held at the Regular Township Board Meeting August 8, 2023, at 6:00pm.

All bids must be presented in a sealed envelope and either mailed or hand-delivered to the above listed address no later than 3:00 P.M. on Monday, August 7, 2023.

Bidders shall provide all of the above information and that as required herein with the bid. FAILURE TO DO SO MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Name of Contractor/Business: _____.

Address: _____ City: _____ State: ____ Zip: _____

Telephone: _____

(Signature)

(Printed Name)

(Title)

(Date)

TOWNSHIP OF COVERT

REQUEST FOR PROPOSALS

DEMOLITION AND SITE CLEANUP

Property Parcel ID: 80-07-140-003-01

Owner: Leamon Howard Pruitt and Lois Irene Pruitt

Site Location: 33081 North Cemetery Street, Covert, MI 49043

The Township Board having approved the application to the Van Buren County Land Bank to remove the blight at the above-listed property; the property owner and parties in interest having been afforded an opportunity to be heard regarding the same; the property owner and parties in interest having signed and notarized an Agreement and Authorization for Clean-up, Property Maintenance Remediation and Cost Recovery authorizing the Township to clear the blight on the property; the Township Board having determined that the single-family home located on the property shall be razed.

NOW THEREFORE it is hereby ordered that:

1. The residential structure located on the property located at 33081 North Cemetery Street constitutes Dangerous Building(s) and blight in accordance with the Dangerous Buildings provisions of the Housing Law of Michigan and Covert Township Ordinance No. 84; and
2. The residential structure, garage and old foundation slab located on the property addressed at 33081 North Cemetery Street within the Township is to be demolished and the debris created thereby removed. *(The only portion the homeowner would like to keep is the driveway turnaround.)*

OBJECTIVE

The Covert Township Board is now moving ahead to obtain bids to demolish said structures as described in item #1 and #2 above.

SCOPE OF SERVICE

The Township of Covert desires to retain the services of a single contractor to demolish said structures and site cleanup as described in item #1 and #2 above.

Once the contract is awarded, all demolition and cleanup must be completed within sixty (60) days.

The following guidelines should be followed when responding to the request for proposals. Please note that this project is funded by the Blight Elimination Program of the State Land Bank Authority and the Van Buren County Land Bank Authority, which places additional requirements on contractors performing blight elimination services.

Qualifications

Responses to this request should include information related to all of the following qualifications:

- A. Builder's License for Demolition
 - i. Either a Residential Builder's license or a Maintenance and Alteration License with a House Wrecking classification
- B. Insurance
 - i. The successful bidder will be required to have full coverage of workmen's compensation and contractor's liability and property damage insurance. As part of their bid proposal, all bidders shall submit a certificate of insurance as proof that the bidder has a current insurance policy providing the following coverage:
Comprehensive general liability in the amount of one-million dollars (\$1,000,000.00).
- C. Contractor's experience on similar projects
- D. Safety plans, including site control procedures
- E. A statement that the contractor will not discriminate on the bases of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.

Requirements for Project

All of the following are required elements of the contract whose costs must be accounted for in any submitted proposal. The contractor shall be expected to:

- A. Provide overall management and administration of the project
- B. Provide a schedule to the Township for demolition, including time to survey, prepare, demolish, clean-up, and remediate the site.
- C. Conduct a survey for asbestos and other hazardous materials, with added provisions and costs necessary should asbestos or other hazardous materials be found on the property.
 - i. When asbestos-containing materials are in the building to be demolished, the township will allow up to \$1500 for inspection costs. The bid need not contain remediation costs for asbestos removal, as they are unknown until after inspection. The bidder will provide an inspection report, remediation plan and expected cost of remediation after inspection. The Township reserves the ability to review and separately approve asbestos remediation plans and cost estimates. No demolition can occur until asbestos has been remediated by contractor or his/her designee.
 - ii. Should asbestos be found on the property, the contractor must provide an Asbestos Abatement Contractor license and hazardous material training and expertise.

- iii. Hazardous materials include, in part: asbestos, mechanical and electrical systems containing polychlorinated biphenyls, potentially hazardous or regulated materials/waste located in containers and/or drums, potential mercury containing items, volatiles/flammables (kerosene, oil, gas), heavy metals, florescent light bulbs and ballasts, paint, varnish, cleaning products, household products, and tires.
- D. Notify the State of Michigan of all demolition activity, including the LARA Asbestos Program if applicable
- E. Coordinate utility shut off and disconnection
 - i. Sanitary and storm sewer leads, gas, water and other service lines shall be shut off and sealed at the property line as approved by the utility owner.
 - ii. In the case of a private well and/or private septic system. All wells and septic systems must be properly abandoned according to the environmental health care for Van Buren/Berrien Counties.
- F. Remove or facilitate the removal of all utility equipment (i.e. water meters)
- G. Contact Miss Dig to have utilities surveyed and marked
 - i. Miss Dig must be contacted at least 72 hours prior to commencement of work
- H. Survey and stake the lot lines, and provide photographs of the survey markers
- I. Perform a pre-demolition and post-demolition inspection, with accompanying photographs and written notes for each
- J. Provide required 10-day notice to the State of Michigan of any abatement activity
- K. Perform air monitoring and clearance before demolition
- L. Provide adequate notice to neighborhood residents of demolition and adequately prepare the site for demolition
- M. Fully destroy the blighted property and properly remove all waste materials from the site
- N. Complete Abatement Waste Manifests
- O. Complete and submit demolition debris removal and waste manifests
- P. Perform an open hole inspection
- Q. Provide fill material
- R. Complete grading, replace top soil, and seed property

Required Documentation

The following documentation must be provided by the contractor (with the assistance of the Township where necessary) prior to the final completion of the project to satisfy the requirements of the Blight Elimination Program funding:

- A. All required local and state permits for demolition
- B. Gas, electric, and water wrecking clearances
- C. Asbestos and Hazardous Material Survey
- D. Phase I and Phase II Assessments (if conducted)
- E. NESHAP 10-day notice of abatement to the State of Michigan
- F. Abatement clearances

- G. Proper State of Michigan certified licensure from contractors, subcontractors, or others involved in the project
- H. Pre- and post-demolition photographs demonstrating the blighted condition of the property and adequate remediation, respectively
- I. Open Hole inspection and photographs
- J. Proper invoices from contractors, subcontractors, and others involved in the project provided to the Township
- K. Approved/Closed applicable permits
- L. Site Control procedures
- M. Lien waivers from all contractors, subcontractors, or others involved in the project
- N. Signed remediation and/or demolition waste/recycling manifests

General Provisions

- A. If any change orders are necessary once the contract has been awarded, they must be in writing, and it will require the signatures of the contractor and Ordinance Enforcement Officer and/or Building Inspector.
- B. In conformance with the Air Pollution Control Regulation of the Michigan Department of Public Health. The open burning of debris from demolition of building shall not be permitted. The contractor shall dispose of all debris in a sanitary landfill that has been approved by local authorities having jurisdiction. Copies of all sanitary landfill receipts must be submitted prior to the release of payment by the Township.

INSTRUCTION TO BIDDERS

- 1. Bids must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the bid.
- 2. Bids must be submitted in sealed envelopes clearly marked on the outside:
"33081 North Cemetery Street – DEMO BID"
- 3. No telephoned or facsimile bids will be considered.
- 4. Bids must be sealed; hand delivered or mailed to:
Township of Covert
Laura Fogarty, Office Manager
P.O. Box 35
Covert, MI 49043
- 5. All bids and subsequent invoices must be broken down per property id and address.

The Township reserves the right to reject any and all proposals and any contract is subject to the Township securing adequate funding for such service. Further, the Township reserves the right to accept or reject any and all bids due to unforeseen circumstances, for any discrepancy within a submitted bid, or for the failure of a bid to meet the requirements listed within this request.

The bid opening will be held at the Regular Township Board Meeting August 8, 2023, at 6:00pm.

All bids must be presented in a sealed envelope and either mailed or hand-delivered to the above listed address no later than 3:00 P.M. on Monday, August 7, 2023.

Bidders shall provide all of the above information and that as required herein with the bid. FAILURE TO DO SO MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Name of Contractor/Business: _____.

Address: _____ City: _____ State: ____ Zip: _____

Telephone: _____

(Signature)

(Printed Name)

(Title)

(Date)

1



2



3



4



5



6



COVERT TOWNSHIP PARK MANAGER

Location: Covert, Michigan | **Employment Type:** Independent Contractor

Contract Budget: Negotiable

Covert Township is seeking a Park Manager to oversee and execute the operations and maintenance of Covert Park Beach and Campground on Lake Michigan. The contract term commences on March 1, 2024 and continues through November 30, 2024. The Park Manager must be readily available to address the needs and concerns of park visitors and campground guests. Housing on-site is available with full utilities and internet. In addition to campground management experience, the Park Manager must have excellent customer service skills, knowledge of general maintenance of a park and facilities as well as cash control and reporting experience, among others.

ABOUT COVERT PARK BEACH & CAMPGROUND

Located in the dunes along Lake Michigan, Covert Park has 62 sites on 50 acres of shaded woodland. Our developed sites, located in two separate camping loops, have water and 30-amp hook-ups, with a dump station on site. We can accommodate most RV's up to 32 feet in length. Our primitive walk-in sites are nestled in a wooded setting and all campsites are within a five minute walk to the beach. Amenities include full washroom facilities, a concession store, picnic areas, pavilion, playground, walking trails and Lake Michigan Beach access.

Season of operation is May 15 – October 15, 7am – 10pm, Sun-Sat

EXPERIENCE REQUIREMENTS

- 5+ years of experience in Campground Management.
- General knowledge of computer and connectivity systems, including experience with Campground Management software
- Ability to devote sufficient time to perform the duties of Park Manager
- Strong oral and written communication skills
- Possess good math skills and be able to accurately collect, reconcile, and remit permits and funds
- Possess basic knowledge of plumbing, electric, and construction trades
- Understand basic physical plant and facilities management and maintenance
- Be familiar with and maintain current OSHA/MIOSHA records and postings
- Be respectful of the environment and wildlife the park supports
- CPR Certified

DUTIES AND RESPONSIBILITIES

The Covert Township Park Manager (Park Manager) will report to a Township Board Member to be determined by the Board. The Park Manager's main responsibilities include, but are not limited to:

- Collect required vehicle and camping fees, and organize and maintain documents and receipts according to established procedure in conjunction with a computer software reservation program.
- Maintain a respectable, welcome and inviting appearance for the park
- Maintain park grounds free from debris including beach, trails, campground, roads, and other areas as may be designated
- Perform routine maintenance on all park buildings, equipment, facilities and other amenities so as to keep in a safe, clean and working condition
- Make available safe drinking water and maintain toilets and showers in a sanitary condition, according to Health Department Standards
- Work with Covert Township to maintain an approved trailer dumpsite, seepage tanks, and other waste facilities and equipment in accordance with Health Department Standards
- Work with Covert Township to obtain and maintain all DNR, DEQ, and Health Department campground and other existing and required permits
- Will enforce Park Rules and Regulations with fairness, firmness and consistency
- Cooperate with all township, county, and state officials when necessary
- Maintain and manage all marketing efforts, including but not limited to the Covert Park Beach and Campground website, brochures and other materials.
- Manage and maintain the Park Concession Store.
- Maintain a professional and neat appearance of the office and store.
- Learn existing utility and infrastructure so as to properly maintain, open and close the systems
- Manager is expected to be readily available to all visitors and campground guests as needed

**Please submit a cover letter, resume and references no later than October 31, 2023 to
Laura Fogarty at: officemanager@coverttwp.com**

"This institution is an equal opportunity provider and employer."