

CASCO TOWNSHIP BOARD OF TRUSTEES
MINUTES, REGULAR MEETING
MONDAY, JUNE 17, 2024 @ 7:00PM

Draft

Call to Order: Overhiser called meeting to order at 7:00pm and led in the Pledge of Allegiance.

Present: Overhiser, Brenner, Macyauski, Fleming, Clevenger, Dean Kapenga, County Commissioner, Joann Quinn, SHAES Representative, Emily Jipp, candidate for 48th Circuit Court Judge, & 3 other interested citizens.

Emily Jipp, candidate for 48th Circuit Court Judge, introduced herself, gave a brief report about herself and her experiences.

PUBLIC COMMENT: None

Reports:

- SHAES

JoAnn Quinn was present and gave an excellent report on SHAES. In May casco had 10 fire calls and 14 EMS calls, so far this year SHAES has had 1,108 calls.

- Library

Allan read Bob Sherwood’s report on the Fennville Public Library.

- County

Dean Kapenga gave a report of what is going on at the county level.

- Clerk

Cheri presented the minutes of the Regular Meeting of May 20, 2024. Dan Made a motion to approve the minutes. Supported by Paul. No corrections or discussion. All Votes in Favor. Motion Carried.

Cheri made a motion to amend the following budget items:

General Fund:

101-215-709.000	Clerk-fica/medicare	\$310.15
101-215-801.000	Clerk-Professional fee-CPA	\$900.00
101-262-704.002	Election wages	\$3,600.00
101-262-709.000	Election-fica/medicare	\$275.42
101-262-955.000	Elections-Misc. Expense	\$90.00
101-265-704.002	Bldg Dept-Clerical	\$312.00
101-265-704.010	Board Appointed Position	\$7.00
101-265-709.000	fica/medicare	\$41.99
101-265-851.000	Postage	\$2,257.25
101-265-955.000	Misc. exp. Bldg Dept	\$1,384.00
101-275-955.000	Misc. Exp.-Other Activities	\$70.00

101-371-709.000	Inspections	\$157.15
101-371-920.000	Inspections-Electricity	\$404.96
101-528-805.000	Rent Recycle Trailer	\$83.85
101-528-955.000	Misc. Exp- EGLE License	\$750.00
101-567-802.002	Cemetery-Maint. Mowing	\$1,049.04
101-595-801.011	Other Activity – Airport Authority	\$68.25
101-702-704-006	Zoning Clerical – wages	\$273.00
101-702-803.001	Zoning consultant fee	\$750.00

Cemetery

209-567-861.000	Mileage	\$203.01
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Senior Services

290-673-861.000	Mileage – training	\$93.80
290-673-911.000	Senior Care Training	\$415.04

Special Assessment-Erosion-Weaver-Schneiderman

871-530-801-000	Contractor services	\$194,744.00
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Supported by Paul. No further discussion or corrections. All Votes in Favor. Motion Carried.

Every year Cheri Pre-Pays to Tapper Propane an estimate of what our use will be for the following year. This year she estimates 600 gallons @ \$1.899 per gallon equals \$1,139.40 for next winter. There is a balance of \$1,035.72 left in the account from last year. The pre-buy price per gallon is a savings for the township.

The In-Person early voting starts July 27, 2024, and goes through August 4, 2024.

- Treasurer

The balances of all funds as of 5/31/2024 are as follow:

101	General	\$1,611,804.71
204	Road Fund	\$1,559,798.30
206	Fire Fund	\$780,682.39
207	Police Fund	\$202,763.26
208	Parks & Recreation Fund	\$99,939.23
209	Cemetery Fund	\$96,853.85
290	Senior Service Fund	\$230,949.27
703	Tax Collection Account	\$65,675.00
863	Lakeview Sewer	\$11,693.62
864	Lakeview Water	\$1,052.60
865	Pacific Sewer	\$25,513.46
866	Pacific Water	\$54,556.63
867	Orchard Sewer	\$32,849.29
868	102 nd Avenue	\$63,804.17

869	Beach Dr	\$85,600.11
870	Lakeview Paving	\$71,969.61
871	Erosion-Weaver-Schneiderman	\$240,816.00

Kenny made a motion to approve the payments as of 5/31/2024 in the amount of \$472,801.25.

Check numbers 29089 thru 29162	\$465,128.90
EFT 198-AFLAC	\$603.42
EFT 199-Fed	\$6,030.84
EFT 200-State	<u>\$1,038.09</u>
Total	\$472,801.25

Supported by Dan. All Votes in Favor. Motion Carried.

Kenny mentioned the taxpayer at last month's meeting that complained about getting a delinquent tax bill, he was made aware of it and knew exactly what happened in five minutes. He was very frustrated at first because they had been working very hard to make some improvements in internal controls in the treasurer's office. The taxpayer paid her tax bill, then got turned in as delinquent to the county, Kenny said automatically it had to be wrong. He explained that he must balance in his cash register, with his daily journal. He further explained that when you look at the daily journal, at the end of the day, the batch reads so much money, then we total all the checks, the statement and the batch and the tape matches exactly. Kenny looked at the issue, then went on further to say that the check that came in had two names on it. The amount that had the two parcels on it was the exact amount that the check was for. Two different owners had the exact same amount. Cheri mentioned that the balance of the first check was applied to Laura Barden's tax bill. Cheri also mentioned that Laura received a refund check, Laura also told Kenny she shouldn't get a refund. Kenny said he didn't know how to handle the refund check, so he put the check aside for Jeff Rood, our auditor, to figure it out.

- Parks & Recreation

Paul reported on the progress of the Preserve project, the split rail fence repair, consumers will be removing the power poles, and their waiting for approval from the Allegan County Health Dept. so they can get the septic tank system covered.

- Planning Commission

No meeting in May.

- ZBA

Paul reported that they had a continuation meeting where someone wanted to put up a 6ft Fence in their front yard, they were allowed to put up a spindle fence.

- Senior Services

Mary reported that the Matter of Balance class is in its 7th week and other things regarding Senior Services.

- SHAWSA

Allan reported that a consultant was meeting with them to do a rate study.

OLD BUSINESS

- 104TH Avenue Paving

The bid came in over what was expected, it was recommended to accept the of \$382,000.00 with the overhead charges it will about \$400,000.00. Allan recommended to take the balance in the ARPA fund of \$37,937.36 and apply it to this road project.

Cheri made the motion to apply the balance of the ARPA, \$37,937.36, to the 104th Avenue paving project and accept the \$400,000.00 quote for that project. Supported by Dan. All votes in favor. Motion Carried.

- Senior Service Committee Update

The committee has met once, Mary gave a good report of the background of her program. Diane Rigozzi was present to give her vision of the program, and how we may come together and make it one organization. Diane came down with covid and the next meeting was canceled so the signing of the contract between Casco Township and Van Buren County Senior Services will be signed as soon as Diane is well.

NEW BUSINESS:

- SiegfriedCrandall, Audit Engagement Letter

The engagement letter from SiegfriedCrandall states it will do our annual audit and the cost not to exceed \$10,200.00. Kenny made the motion to accept the annual audit and the cost not to exceed \$10,200.00. Paul supported. All votes in favor. Motion Carried.

- South Haven Public Schools, Summer Taxes

The Board of Education of the South Haven Public Schools for the Township to collect 100% of its 2024 taxes during the summer tax collection period at \$2.50 a parcel. Also, Lake Michigan College asks the township to collect taxes at the rate of \$1.50 per parcel. Kenny made a motion to accept collecting the summer taxes at the same terms as last year for the South Haven Public Schools and Lake Michigan College. Supported by Dan. All Votes in favor. Motion Carried.

- SHAWSA Agreement Amendment#3

SHAWSA Amendment #3 is for Rural Development. Allan reviewed the changes from the previous agreement. The new agreement follows as part of these minutes.

CASCO TOWNSHIP
Allegan County, Michigan

RESOLUTION NO. 061724-1

A RESOLUTION APPROVING AMENDMENT #3 TO THE SOUTH HAVEN AREA
WATER-SEWER AUTHORITY CONTRACT

Minutes of a regular meeting of the Township Board of the Casco Township, Allegan County, Michigan, held in the Casco Township Hall, South Haven, Michigan 49090 on June 17, 2024, at 7:00 p.m. local time. 7104 107th AVE.

PRESENT: Overhiser, Brenner, Clevenger, Macyauski, Fleming
ABSENT: NONE

The following preamble and resolution was offered by Member Macyauski and supported by Member Clevenger

WHEREAS, South Haven Charter Township, Casco Township, the City of South Haven, and the South Haven Township and Casco Township Water and Sewer Treatment Authority (the "parties") have jointly created the South Haven Area Water Sewer Authority ("SHAWSA").

WHEREAS, SHAWSA is governed by a contract signed by the parties (the "SHAWSA Contract"), which is dated November 1, 2016.

WHEREAS, SHAWSA is applying for a 40-year loan through the United States Department of Agriculture – Rural Development (USDA-RD) to fund water and sewer improvements, including improvements to leased infrastructure (the "Loan").

WHEREAS, the parties to the SHAWSA Contract wish to make amendments relating to the operation of the City water and sewer systems and the lease of City water and sewer assets, in order for SHAWSA to satisfy USDA-RD requirements and help SHAWSA secure the Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Casco Township Board hereby approves the proposed Amendment #3 to the SHAWSA Contract attached hereto.

RESOLUTION DECLARED ADOPTED.

YEAS: Overhiser, Brenner, Clevenger, Macyauski, Fleming
NAYS: 0
ABSTAIN: 0

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the Township Board of Casco Township, Allegan County, Michigan, at a regular meeting held on June 17, 2024

Dated: June 17, 2024

Cheryl Brenner
Cheryl Brenner, Clerk

AMENDMENT #3 TO THE SOUTH HAVEN AREA WATER-SEWER AUTHORITY CONTRACT

This is Amendment #3 to the South Haven Area Water-Sewer Authority Contract between South Haven Township, Casco Township, the City of South Haven, and the South Haven Township and Casco Township Water and Sewer Treatment Authority (the "parties"), which is dated November 1, 2016 (the "Contract").

RECITALS

- A. The South Haven Area Water-Sewer Authority ("SHAWSA") is applying for a 40-year loan through the United States Department of Agriculture – Rural Development (USDA-RD) to fund water and sewer improvements, including improvements to leased infrastructure (the "Loan");
- B. In reviewing the Loan application, USDA-RD conducts an extensive review of SHAWSA's finances, assets, and contractual relationships to ensure, to the greatest extent possible, that SHAWSA is capable of repaying the Loan pursuant to its terms.
- C. During this review, the current wording of the Contract as it pertains to financial- and asset-related issues was carefully examined.
- D. Specifically, the current practice under which SHAWSA makes periodic depreciation payments to the City was examined. Because SHAWSA (not the City) is responsible for repairing, replacing, and improving all components of the City Water System and City Sewer System, as those terms are defined in the Contract, it has been suggested that section 2.1 F. of the Contract should be amended to clarify that SHAWSA is not required to pay the non-cash costs (i.e., depreciation) of operating the systems.
- E. In addition, pursuant to the Contract, the City is currently leasing to SHAWSA all of the real and personal property associated with the City Water System and City Sewer System.
- F. The term of the lease provided in the Contract runs concurrent with the term of the Contract itself, which is currently set to expire on December 31, 2051.
- G. RUS Instruction 1780.44(g)(4) provides in pertinent part that "Lease agreements will ordinarily be written for a term at least equal to the term of the loan," and further provides that the lessee under any such lease should have the ability to transfer, encumber, assign and/or sub-lease the leased property without restriction.
- H. The parties are hereby amending the Contract to address the issues described above as well as other matters addressed herein, which will help the SHAWSA secure the Loan and be mutually beneficial to all parties.

TERMS AND CONDITIONS

The SHAWSA Contract is modified as follows as of the Effective Date (as defined below):

- A. Subsection F. of Section 2.1 of the Contract is amended to read as follow:
During the term of the Contract, the SHAWSA shall pay all cash 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. The SHAWSA is not responsible to pay depreciation or amortization costs to the City. On or before June 1, 2024, the City shall remit to the SHAWSA funds on hand (i.e., all funds previously received through depreciation or amortization payments to the extent the City has not already spent or obligated such funds on system repairs and replacements as of the effective date of Amendment #3 to the Contract). Thereafter, at the

end of the City's fiscal year (June 30, 2024), the City shall reconcile with the SHAWSA any outstanding amounts remaining on hand).

B. Subsection J. of Section 2.1 of the Contract is amended to read as follows:

The SHAWSA may transfer, encumber, assign and sub-lease the property of the City Water System and City Sewer System to the fullest extent the City itself could do so, upon reasonable notice provided to the City and subject to all requirements of the City charter or otherwise applicable legal requirements. The SHAWSA may not assign any other rights or obligations relating to the City Water System and the City Sewer System without the City's prior written consent.

C. A new Subsection C. is added to Section 9.3 to read as follows:

Notwithstanding any other provision of this Agreement, the SHAWSA shall not be terminated by act of the parties if such termination could operate as an impairment of any of SHAWSA's bonds, obligations or contracts.

D. Subsection A. of Section 9.4 is amended to read as follows:

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, including amounts of debt service paid from any rates or charges for use of the SHAWSA Systems from users within the jurisdiction of the withdrawing party.

E. Subsection B.2. of Section 9.6 is amended to read as follows:

SHAWSA funds shall first be applied to any outstanding debt of the SHAWSA. If such funds are insufficient to pay in full any outstanding debt of the SHAWSA, the parties shall each assume responsibility for the payment of any outstanding debts of the SHAWSA in proportion to revenues paid to the SHAWSA from users within the jurisdictions of each of the parties to this Contract. 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.

F. Section 9.1 of the Contract is amended to read as follows:

9.1. Term. The initial term of this contract shall end on December 31, 2064. However, in the event that the SHAWSA issues any form of debt, obligations, or bonds that are scheduled for maturity after December 31, 2064, the term of this contract shall automatically extend until the final maturity date of such debt.

G. Amendment #1 and Amendment #2 to this Contract are ratified and confirmed.

H. All provisions of the Contract that do not directly conflict with the provisions in this Amendment #3 shall remain in full force and effect.

I. This Amendment #3 shall be deemed effective upon the approval and signing of all parties to the Contract. If the SHAWSA does not close on the Loan by the end of 2024, then the amendment to Section 2.1 J. as set forth herein shall be deemed void and of no effect, but such failure to close shall not affect the remainder of this Amendment #3.

CITY OF SOUTH HAVEN

By: _____
Annie Brown, Mayor

CHARTER TOWNSHIP OF SOUTH HAVEN

By: _____
Ross Stein, Supervisor

By: _____
Megan Kiker, Clerk
Date signed: _____, 2024
Authorized by Resolution No. ____, adopted
_____, 2024

By: _____
Brenda Bertorelli, Clerk
Date signed: _____, 2024
Authorized by Resolution No. ____, adopted
_____, 2024

TOWNSHIP OF CASCO

SOUTH HAVEN TOWNSHIP AND CASCO
TOWNSHIP WATER AND SEWAGE
TREATMENT AUTHORITY

By: Allan W. Overhiser
Allan W. Overhiser, Supervisor

By: _____
_____, Chairperson

By: Cheryl Brenner
Cheryl Brenner, Clerk

By: _____
_____, Secretary

Date signed: June 17
2024 061724-1
Authorized by Resolution No. ____, adopted
June 17, 2024

Date signed: _____
2024
Authorized by Resolution No. ____, adopted
_____, 2024

Roll Call Vote:

Yeas: Overhiser, Brenner, Fleming, Clevenger, Macyauski

Nays: 0

- Application for an Outdoor Gathering & Noise Ordinance Variance Permit
Kenny made a motion to approve the Outdoor Gathering Application for a wedding.
Supported by Paul. All votes in favor. Motion Carried.

Noise Ordinance Variance Permit. 1128 60th Street.

Kenny made a motion to approve the Noise Ordinance Variance Permit. Supported by Paul.
All votes in favor. Motion Carried.

- Insurance Renewal

Allan explained that there is a Conditional Renewal, they don't want to ensure the old fire hall, it will be insured by another company, and because of the lawsuit our deductible is now \$10,000.00. Paul made a motion to approve the new quote. Supported by Kenny. All Votes in favor. Motion Carried.

- Change Order-Weaver/Schneiderman Special Assessment

Pero Marine Construction additional rock needed to complete project in the amount of \$44,169.00 to be paid out of Weaver & Schneiderman escrow funds 50% each.

Paul made a motion to approve the change order. Supported by Kenny. All Votes in favor. Motion Carried.

PUBLIC COMMENT:

Dave Campbell remarked about the charges against the treasurer and what was going on with the one taxpayer. He wanted to know how that would be handled in the minutes? Cheri responded that she was asked to have them put in the minutes. Dave remarked that was the lowest thing ever presented at a meeting in the 15 years he has been coming to meetings. He said it was disgusting. Mary said that she said she didn't bring it up to the treasurer sounded like to the people sitting in the audience she wasn't going to tell him because he will just hide this. Mary felt Kenny cleared those charges up tonight.

Allan made a motion to adjourn. Supported by Paul. All votes in favor. Motion Carried. Meeting adjourned @ 8:40pm

Minutes Respectively Submitted by
Cheryl Brenner, Township Clerk