AGENDA
HAYES TOWNSHIP BOARD OF TRUSTEES
January 13, 2025 7:00pm
Hayes Township Hall
9195 Major Douglas Sloan Road
Charlevoix, Michigan 49720
https://us02web.zoom.us/j/88001640434?pwd=QkdkY3AzN1dmKzZpajZQNEkwMkZ5dz09
Meeting ID: 880 0164 0434
Passcode: 251468
+1 312 626 6799 US (Chicago)

1. Call to Order
2. Pledge of Allegiance
3. Review and Approval of Agenda
4. Public Comments
5. Approval of Meeting Minutes: December 9, 2024 BOT Regular Meeting and December 18, 2024 Special Meeting Minutes
6. Treasurers Report
7. Clerks Report: Approval of Warrants
8. Reports: County Commissioner, Zoning Administrator, Planning Commission, Zoning Board of Appeals, Parks and Recreation, Trustee's, and Supervisor Reports.

NEW BUSINESS

9. Fire Department Chief Dan Thorp
10. Lake Charlevoix EMS Report- LCEMSA Chair Roy Griffitts
11. Michigan State Forfeiture Report
12. Charlevoix County Park Millage Resolutions
13. Asset Test Resolution 2025
14. Board of Review Resignations/Appointments
15. Set March Board of Review Dates
16. Zoning Board of Appeals Reappointment/Appointment- Bruce Deckinga
17. Township Attorney Access
18. BS&A Contract
19. Maner and Costerisan Contract
20. Public Comment
21. Board of Trustee Comment

ADJOURN MEETING

Public Comment at Meetings of the Hayes Township Board of Trustees

The Hayes Township Board of Trustees values public input and offers two opportunities for the public to comment at its meetings, once near the beginning and once near the end. This affords the Board of Trustees the opportunity to hear your views and remarks. If you speak, you should not expect to engage the Board of Trustee members or any staff in discussion or debate.

Board of Trustee members will not respond to comments made during the Public Comment unless it becomes necessary to ask a clarifying questions, correct a factual error, or to provide specific factual information.

Questions about Township matters are best directed to individual Board members or Township staff (Planner, Zoning Administrator, or Assessor) between meetings. Contact information is available on the township website at: hayestownshipmi.gov.

The availability of public comment is recognized by the Michigan Open Meetings Act. The Act provides that rules may be adopted for orderly comment from the public. To that end, the following rules have been established by the Board of Trustees:

1. A person wishing to speak will indicate on the sign in sheet that they would like to be called on at Public Comment. All persons in attendance in person will be called on first. Zoom attendees can indicate they would like to speak by raising their hand icon.
2. The person will begin by stating their name, spelling it out if requested.
3. The person addresses the Chairperson, or other person chairing the meeting, on behalf of the entire Board of Trustees. Public comment is NOT to be addressed to individual Board of Trustee members, to any township staff present, or to other members of the audience.
4. There is a three (3) minute time allotment for each speaker. The time limit may be extended by the Chairperson or majority of the Board of Trustee members present. A speaker may speak only once at each Public Comment. There is no provision for another audience member to 'donate' their three (3) minutes to another speaker.
5. A speaker will be out of order if the speaker disrupts the meeting, speaks longer than the allotted time, uses vulgarities or makes a personal attack on a Board of Trustee member or Township employee that is unrelated to the performance of that person's duties.
6. If a speaker is called out of order, that speaker will not be able to speak again at the same meeting except by special leave of the Board of Trustees
7. The Chairperson, or other person chairing the meeting, will have the discretion to permit members to speak at times other than the times reserved for Public Comment.

HAYES TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
December 18TH, 2024 7:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 849 2451 3210

The December 18th, 2024, special meeting of the Hayes Township Board was called to order by Supervisor William Conklin at 7:00 pm.
Board members present were Matt Cunningham (Trustee), Julie Collard (Treasurer), Doug Kuebler (Trustee), William Conklin (Supervisor) and Kristin Baranski (Clerk)
Audience Members signed in: Omar Feliciano, Ray Cunningham, Kevin Willis, Diane Conklin, Deb Narten, Paul Zardus, CT Martin, Mark Snyder, Dee Hutchinson, Ellis Boal, LuAnne Kozma, Tim Boyko, Jim Rudolph, Sherry Baker-McCary, Winnie Boal, Bob Fowler, Todd Millar, Betty Henne, David Kemme, Frank Shepherd, and Kyra Allen.

CALL TO ORDER
Supervisor William Conklin called the meeting to order at 7:00 pm.

REVIEW AND APPROVAL OF AGENDA:
Ms. Baranski made a motion, supported by Ms. Collard, to approve the December 18th 2024 Special Meeting Agenda as presented.
Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.
Nays: None **Motion Carried**

PUBLIC COMMENTS:
Public comment opened and closed at 7:09.

- Appreciates the new table for the public, would like to know the Board Township's response to the on going Lawsuit. Feels the Zoning Administrator should not handle legal matters.
- Would like to know who contacted Matt Cunningham to conduct a Special Meeting?
- Wished everyone a Happy Holiday. Stated he had an issue receiving a FOIA from the Clerk today.

Closed at 7:16.

- Todd Millar responded to the request for an update on the lawsuit, stating the Township Attorney received the amended complaint yesterday and will be submitting the new complaint to the insurance company the new deadline for a response by the defendants is January 10th 2025.

HAYES TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
December 18TH, 2024 7:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 849 2451 3210

DISCUSSION ON HOW TO HANDLE REQUESTS FOR TOWNSHIP LEGAL SERVICES BY TOWNSHIP STAFF:

Public Comment:

- Stated they feel the board should be made aware of all request to the attorney.
- Stated interpretation of the Zoning Ordinance should go in front of the ZBA.
- Asked for clarification if this is a new process, what brought up this discussion.
- Suggest the board be aware of all money being spent on legal fees.
- Suggest to proceed with caution. Maybe consider going case by case for reaching out to a legal consultant. Suggest having a written policy regarding consulting legal counsel.

Mr. Conklin made a motion to grant the Zoning Administrator, the chair of ZBA and Planning Commission, all Board members and Assessor may make a request for an attorney opinion, until there is a written policy drafted and approved by the board, where in the response from the attorney is distributed to the whole board. The response shall include a summary of the request and the attorney's response.

NO Support, Motion was not carried.

REAPPOINT/APPOINT BOARD OF REVIEW MEMBERS (2 YEAR TERMS):

Ms. Baranski made a motion, supported by Mr. Kuebler to reappoint Jim Rudolph, Greg Denzinger and Richard Sculthorpe, Roy Griffitts as an alternate to the Board of Review Members for a two year term expiring 12/31/2026.

Yeas: William Conklin, Matt Cunningham, Julie Collard, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

BOARD OF TRUSTEE COMMENT:

- Mr. Conklin stated ARPA funds need to be abdicated. Mr. Baranski will pull the report for the next BOT Meeting.
- Ms. Collard stated nothing changed in policy for reaching Legal Services. There is no change or limit to staff member of whom can or can not contact the Township Legal Services. The Board will work on creating a written policy regarding contacting the Township Legal Services.

ADJOURNMENT: Ms. Collard made a motion, supported by Mr. Kuebler, to adjourn at 8:47 p.m.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

Respectfully Submitted, April Hilton, Hayes Township Deputy Clerk/Recording Secretary

HAYES TOWNSHIP
BOARD OF TRUSTEES REGULAR MEETING
DECEMBER 9TH, 2024 7:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 849 2451 3210

The December 9th, 2024, meeting of the Hayes Township Board was called to order by Supervisor Ron VanZee at 7:00 pm.

Board members present were Matt Cunningham (Trustee), Julie Collard (Treasurer), Doug Kuebler (Trustee), William Conklin (Supervisor) and Kristin Baranski (Clerk)

Audience Members signed in: David Zipp, Deb Narten, Diane McMahon, Jim McMahon, CT Martin, Connie Foster, Betty Henne, Diane Conklin, Paul Zardus, Kathy Simon, Jerry Simpson, Roy Griffitts, Steve Crandall, Susan Pyke, LuAnne Kozma, Ellis Boal, Bob Fowler, Tim Boyko, Mark Snyder, Kevin Jaskowski, Winnie Boal, Kyra Allen, Ray Cunningham, Janet McGarey, Regina Crandell, Cyndi Todd, David Kemme, Carey Cuddeback, and Rick Todd.

CALL TO ORDER

Supervisor William Conklin called the meeting to order at 7:00 pm.

PLEDGE OF ALLEGIANCE

REVIEWED & APPROVED AGENDA

Remove item # 10

Ms. Baranski made a motion, supported by Mr. Kuebler to approve the agenda as amended.

Yays: Matt Cunningham, Julie Collard, Doug Kuebler, and Kristin Baranski.

Nays: William Conklin **Motion Carried**

PUBLIC COMMENTS:

Public comment opened and closed at 7:04.

- Stated they were at the previous November special meeting and witnessed Mr. Conklin and others speak of unity and the fact that no one man should run the board. They found this to be very hypocritical, considering that Mr. Conklin is suing the Township for something that four of the other township board members voted on, simply because you do not agree. If Mr. Conklin truly agrees with what he stated then he should consider r-sending his lawsuit and save our township thousands of dollars in legal expenses. They also suggest the board find a way too put the money towards a productive community building project. They feel Mr. Conklin actions are selfish and destructive to the progress in our community and hopes he takes sometime to reflect on this. As Supervisor he is supposed to act in favor of the residents of the township, and it seems to them the residents have made there decisions clear about the board by reelecting four members of the previous board. Was expecting a little more diplomacy from Mr. Conklin, understand there will be disagreement between him and the rest of the board and hope they are handle with honesty and respect, two things they do not feel Mr. Conklins lawsuit represents. They are not requesting Mr. Conklin to submit to the other board members as he is entitled to his own opinion. However, they hope if they vote in majority on a subject, Mr. Conklin has the maturity to accept the decision.

- Extremely disappointed in the fact the board has not thought about rescinding their vote. Stated the people have spoken, and it would have been nice if Bill could have picked some people of his choice. Stated they talk about wanting the township to change, it has been so contentious over the last several years. They were hoping that everyone would come together but they are very disappointed.
- Is curious about the City of Charlevoix bill. Stated Bill is the new Supervisor.
- Questioned why only some of the names were listed on the updated hours sheet.
- Concerned about the amount of money being spent at the township. Feels there is no need for an assistant zoning administrator. Feel the money spent on the cemetery is high. Feel the lawsuit is a waste of money as well. Would like to see the board work with the new supervisor.
- Read the definition of Moral Compass. Feel the board needs to put beside their personal feelings and work together.
- Would like to remind everyone there is five elected officials in front of us and they all deserve respect. Would like to see the new supervisor reach out to the planning commissioners and meet them. Feel there is some confusion with the city of Charlevoix bill. And stated the decision the board made in November was legal.
- Stated they feel the decisions made in November was illegal.
- Questioned what Bill Conklin means by Camp Seagull having limited access due to near by neighbors. Also, stated the Parks and Rec Committee has many of the suggestions for the park in their plans.
- Wanted to thank the previous board for all their work at Camp Seagull. They use it to launch their boats and family boats. They are disappointed with the lawsuit against the previous board and fell it should be a last alternative because they are expensive.

All five members have been elected and different opinions are OK but try to work together to go forward in a positive way.

- Stated they believe old business should be on the agenda. Would like clarification if old business was added for tonight's meeting or not.

Closed at 7:26 pm.

APPROVAL OF NOVEMBER 11TH 2024 MEETING MINUTES:

Mr. Cunningham made a motion, supported by Ms. Baranski to approve the November 11th, 2024, Board of Trustees Meeting minutes as presented.

Yeas: Julie Collard, Matt Cunningham, Doug Kuebler, and Kristin Baranski.

Abstain: William Conklin

Nays: None **Motion Carried**

APPROVAL OF NOVEMBER 25TH 2024 SPECIAL MEETING MINUTES:

Mr. Kuebler made a motion, supported by Ms. Collard to approve the November 25th, 2024, Board of Trustees Meeting minutes as amended.

Yeas: Julie Collard, William Conklin, Matt Cunningham, Doug Kuebler, and Kristin Baranski.

Nays: None Motion Carried

TREASURERS REPORT

Ms. Collard presented a written report reporting all Hayes Township account balances.

CLERKS REPORT: APPROVAL OF WARRANTS

Clerk, Ms. Baranski, presented the warrants in the amount of $53,425.93.

Ms. Baranski made a motion, supported by Ms. Collard, to approve Township warrants out of the General Fund in the amount of $53,425.93 A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

Ms. Baranski made a motion, supported by Ms. Collard, to approve the installment payment for the EMS building loan in the amount of $10,248.13, the total installment payment will be offset 100% by the LCEMSA monthly lease payment. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

COUNTY COMMISSIONER REPORT

Bob Jess was not present.

PARKS AND REC. REPORT

Ms. Collard presented to Parks and Rec. Report. The next Parks and Rec. meeting is January 6th, 2024.

PLANNING COMMISSION

Mr. Cunningham presented the Planning Commission Report. The next regular Planning Commission meeting is January 7th, 2024, at 7:00 pm.

ZONNING BOARD OF APPEALS

ZBA did not meet.

ZONING ADMINISTRATOR REPORT

April Hilton presented a Zoning Administrator report.
Report available at the Hayes Township Hall.

TRUSTEES:

Mr. Kuebler wants to remind everyone Snow plows will reverse at intersections and to watch for them and be careful.

SUPERVISOR REPORT:

William Conklin presented a supervisor report.

SET 2025 MEETING DATES:

Mr. Kuebler made a motion, supported by Ms. Baranski, to approve the 2025 Meeting Dates as presented.
Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.
Nays: None **Motion Carried**

SUPERVISION OF ZA:

Mr. Conklin Stated his research leads him to believe the supervision of the Zoning Administrator is in the hands of Matt Cunningham as the Liaison.

Mr. Conklin found he has no right or obligation to supervise anyone.

Mr. Conklin spoke with MTA regarding a township having a Liaison and a contract with the Zoning Administrator. MTA suggested he find out if the Zoning Administrator is a W-2 employee or not, to determine if a contract is needed. MTA also clarified for him the Township Board as a whole is responsible for all employees.

Mr. Conklin request Township Attorney (Todd Millar) to outline his duties as Supervisor of the Township.

Mr. Millar Stated The Township Board is the entity that is responsible for the day to day activity and the running of the Township. There are three elected officials that have specific titles, those being the Clerk, Supervisor and Treasurer, they each have assigned statutory duties they are obligated to do. These three positions may hire a deputy to assist them, however the appointed official is responsible for the activities. Everything else false on the board in the entirety. Therefore if a specific activity is not allocated to the Supervisor, Clerk or Treasurer, than the activity falls on the entire board. A board can delicate supervision of an employee to a specific board member, with a responsibility to report back to the board. It is up to the township who they are going to employ and who will supervise each employee.

Board Discussion included:

- Hayes Township By-Laws Rules and Procedures verse MTA red book.
- Current Liaison's experience on Planning Commission makes him most qualified for Liaison of Zoning Administrator.
- Procedures of supervision of Zoning Administrator.

Ms. Baranski made a motion, supported by Ms. Collard, to approve Mr. Cunningham to continue as the Liaison of the Zoning Administrator.

Yeas: Julie Collard, Doug Kuebler, and Kristin Baranski.

Excused: Matt Cunningham

Nays: William Conklin **Motion Carried**

VOICE NEWSLETTER:

Board discussion included:
- The Supervisor has always had a letter in the Hayes Township Voice.
- Who contributes to creating the Hayes Township Voice content.
- Voice has to be submitted for publication on a certain date.
- December Hayes Township News Letter content (Winter Safety, Planning Commission Survey).
- November was a difficult month for the deadline of publication with the election, holiday and term of office changes, Letter From Supervisor will continue in the next issue of the Hayes Township Voice.

POSTING COMMITTEE POSITIONS ON WEBSITE:

Ms. Baranski made a motion, supported by Mr. Cunningham to approve the posting of any open positions at Hayes Township will be posted 2 weeks on the Hayes Township website.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

PODIUM OR TABLE FOR CITIZENS TO SPEAK:

The board came to a census to place a chair and table with a microphone for the audience to speak at.

PUBLIC COMMENTS: Public comments opened at 8:27pm.

Comments included:
- Stated the Parks and Rec survey seems to be a concern for people because it was only online. Believe Parks and Rec have been working hard, however would like the survey to be re-addressed. Impressed with the survey sent out for the Master Plan.
- Stated they are confused why the motion for Matt to be the Liaison of the Zoning Administrator, if MTA was not familiar with there being liaison. Hope the Clerk and Treasurer are not be the only members of the board editing the Newsletter. Believe Ron VanZee is not qualified to be the Zoning Administrator.
- Concerned about the term "liaison". Suggested the Zoning Administrator reports could be better.
- Stated the question asked earlier regarding the supervisors statement that the Hayes Township Park access has been limited by Neighboring Landowners. Bill Conklin answered

he was brought to the attention of this concern during his campaign. Stated it is common for companies and businesses always include a safety statement and encourage them in the Newsletter. They feel Bill Conklin has a personal bias opinion for Ron VanZee and do not appreciate the slander stated at tonight's meeting towards Matt Cunningham. Feel statements made by Bill Conklin regarding the rest of the boards compliance of the Open Meetings Act are disrespectful. Especially because Bill Conklin filled a lawsuit against the Board of Trustees instead of scheduling meetings to discuss concerns with the board and work with the board members that were also elected. Believes this lawsuit is another division of the Township and unnecessary drama. Would like to see Bill Conklin withdraw his lawsuit and not waste any more township tax payer money.

- Stated they have attend numerous meetings since they started living in Hayes Township and they believe the person in charge of the zoning administrator has always been the supervisor. Stated the believe the only reason Ron VanZee could not be in control of the Zoning Administrator is because he was the Zoning Administrator. Stated they feel the best person to supervise the Zoning Administrator is the Supervisor as they recall it was prior to Ron VanZee becoming Zoning Administrator. Believes when injustice happens and there is no alternative to make a change that a lawsuit is sometimes the best solution because they believe what happened with Ron VanZee and also with the Todd Millar was a get together to be sure without him being Supervisor he would still have control of the length of every committee and that is unjust. They believe he started that injustice and he also had Todd Millar working with him. They Believe it was unjust with what happened with that resolution and should not have been pasted. Felt like it was pasted that evening without one person here asking any questions and feels for so long that is how it has been, a topic is brought up. no body talks, they just simply vote and that is what they did in the past. Glad to hear the conversation tonight it was very unusual. They do not believe in the injustice of that resolution, it was wrong, it was done at the last minute and believe it was a set up, and something unjust should not be aloud to happen.

- Supports the previous statement. Stated in their career they were supervised, and that supervision involved reviewing their work particularly reports they had wrote and having formal evaluations once or twice a year, which they do not recall Matt Cunningham doing as supervising Ron VanZee as Zoning Administrator and thinks it should go back to the old days when the Supervisor , supervised the Zoning Administrators work. Does not know if the resolution was illegal for they are not in a law profession, however found it unethical and improper.

- Stated he recalls that Matt Cunningham was the one who stuck up them (Tim Boyko) when he questioned Ron VanZee interpretation, allowing Clustered housing to substitute for employee housing when the Yatch Club wanted to use the former nursing home. Matt was well aware Tim Boyko was correct and suggested that Mr. Millar review that zoning decision made by Ron VanZee. They would like to know if Matt discussed this case with the Zoning Administrator Ron VanZee and if he did then they would consider this good supervision. Recalled Matt stating he agrees with Ron largely and supervise him by listening to his reports. However this was a very specific case where he misused a definition and if Matt did helped him correct or discuss it with him then Matt if doing a good supervision job. Stated Matt was on the ball and recognized there was something wrong with that application. That was one example of a mistake and recalls a dozen more leading to lawsuits which is why they do not feel Ron VanZee is qualified to do the job as Zoning Administrator.
- Would like to know if the Board has made any attempt to hire a new Zoning Administrator. However they believe Ron VanZee has done a great job as Zoning Administrator. Do not see where a designated swimming area could be located at Hayes Township Park.

Public comment closed at 8:56pm

BOARD OF TRUSTEE COMMENT:

Ms. Collard stated please reach out to the Hayes Township Hall if you would like to be on the list for the Holiday Meal Box.

Ms. Baranski asked Mr. Conklin if he has spoken with Alisa and if she had any business for the December 10th BOR meeting. Mr. Conklin stated he did speak with Alisa and it was his understanding she was not going to be here. Mr. Conklin stated he did not know procedural when he sent an email to the clerk today if he was supposed to send a notice to everyone. Ms. Baranski responded that she included Bill on the last letter she sent to the BOR and advised for him as secretary of Board of Review to send an email stating that there will be no Board of Review meeting tomorrow for there is no business for the December 10th 2024 meeting. Mr. Conklin thanked Kristin Baranski for being so helpful.

ADJOURNMENT: Ms. Baranski made a motion, supported by Mr. Cunningham, to adjourn at 8:59 p.m.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.
Nays: None **Motion Carried**

Respectfully Submitted,
April Hilton
Hayes Township Deputy Clerk/Recording Secretary

January 2025 Treasurer Report

(As of January 8, 2025)

Charlevoix State Bank

1. General Fund-$582,193.19

   ($372,193.19 available, $210,000 Recommended Reserve)

2. Tax Account-*$282,273.62* *(restricted Treasury Funds)*

3. Township Warrant Checking-$*31,728.31*

4. Pantry-$9,729.24(*restricted funds*)

5. ARPA (*restricted funds*)-$103,975.01

6. Fundraising Account-$17,060.35

Forefront

7. Metro Account-$73,378.94

8. Prime Share-$134.84

Horizon

9. Hayes Township Road Fund-$92,137.93, (*restricted funds*)

Hayes TOWNSHIP

Zoning Administrator Report

January 2024

Zoning Administrator work in progress report for the month of December includes the following:

- Conducted several Inspections for Compliance.
- Received and reviewing zoning permit application for a new detached garage on Burns Road.
- Received and reviewing a variance application to reduce the 50' Shoreland setback from creek for a new single family dwelling on Birdland Drive. ZBA will set public hearing date at their meeting on January 8th, 2025.
- Received and reviewing zoning permit application for a Demo and rebuild of existing home on Quarterline road. Shoreline Review Committee conducted inspection and advised applicant to work with Tip of the Mitt to create shoreland restoration plan.
- Received special use permit application for a Kennel and Dog Day Care Facility on Burgess Road. Planning Commission will set Public Hearing date at their January 7th, 2025 meeting.
- Received Application for rezone from A1 to RR on Burnett Road PC will set public hearing date at the January 7th, 2025 meeting.
- Approved Parcel Division and reconfiguration Application on Pincherry Road.
- Received and reviewing zoning permit application for a new single family dwelling unit on Peaceful Valley Road. Conducted Shoreline Review Committee Visit, Shoreland review committee preparing report. Planning Commission will Review the Shoreland Restoration Plan at the January 21st 2025 Meeting.
- Received and reviewing zoning permit application for a 72"x60" Free Standing Sign on US 31.
- Resolving with assistance from Tip of the Mitt a non-compliant parcel on Susan Lake.

Hayes
TOWNSHIP

- Resolving a non-compliance nuisance complaint with landowner on Hyek Road.
- Continuing to receive updates towards compliance from landowner regarding non-compliance notice letter sent to 6099 Charlevoix Street. Owner is making good progress.
- Resolved violation of Nuisance Ordinance with land owner on Susan Shore Drive.
- Zoning Board of Appeals at the September 18th 2024 Public Hearing approved Zoning Variance Application from Little Traverse Conservancy for a parcel on Division Ave. Received Zoning Application for Shoreline Review waiting for survey and additional information from applicant.
- Progress received from Landowner on Villa Road for Violation of Nuisance Ordinance and a non-compliance complaint.
- Received Zoning permit application for a 12'x24' Storage Barn Structure on Burnett Road.
- Received Zoning permit application for a 20'X20' unattached Garage on Nine Mile Point. Waiting for survey from applicant.
- Received a Site Plan Approved by Tip of the Mitt to resolve a Zoning Ordinance Violation on Boyne City Road.
- First Notice Letter was sent to landowner on Maple Grove Road for a Nuisance Ordinance compliant, also sent violation information to Charlevoix County Fire Department.
- Resolved Nuisance Ordinance compliant with landowner on Maple Grove Road.

Application Resolution
Resolution NO. 01132025B

Whereas, Julie Collard, Treasurer of Hayes Township, has the authority to purchase and make arrangements with a professional to create interpretive signage for Hayes Township Parks Eastern Avenue Beach, Hayes Township Hall Park, Camp Sea Gull, and Bayside Park and a local professional to install the signs; and

Whereas Julie Collard is requesting no more than a $10,000 appropriation from the Charlevoix County Board of Commissioners: and

Whereas, Julie Collard, desires to enhance, provide, and create an enjoyable recreation environment to meet the needs of users in Charlevoix County;

THEREFORE BE IT RESOLVED by Hayes Township that, pursuant and subject to all of the terms and provisions of the Charlevoix County Parks millage, application be made to the Charlevoix County Board of Commissioners for funding; and

BE IT FURTHER RESOLVED that Julie Collard of Hayes Township is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the County of Charlevoix;

Vote
Ayes:
Nays:
Abstain:
Absent:

Motion Approved

Passed and adopted at a regular meeting of Hayes Township on the 13th day of January, 2025.

Kristin Baranski, Clerk DATE

I, Kristin Baranski, Hayes Township Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Hayes Township Board of Trustees at a monthly meeting on 01/13/2025.

Application Resolution
Resolution NO. 01132025

Whereas, Julie Collard, Treasurer of Hayes Township, has the authority to purchase and make arrangements with a local professional contractor to install a shade sail, new basketball nets, basketballs, and a ball holder at Hayes Township Hall Park; and

Whereas Julie Collard is requesting no more than a $10,000.00 appropriation from the Charlevoix County Board of Commissioners: and

Whereas, Julie Collard, desires to enhance, provide, and create an enjoyable recreation environment to meet the needs of users in Charlevoix County;

THEREFORE BE IT RESOLVED by Hayes Township that, pursuant and subject to all of the terms and provisions of the Charlevoix County Parks millage, application be made to the Charlevoix County Board of Commissioners for funding; and

BE IT FURTHER RESOLVED that Julie Collard of Hayes Township is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the County of Charlevoix;

Vote
Ayes:
Nays:
Abstain:
Absent:

Motion Approved

Passed and adopted at a regular meeting of Hayes Township on the 13th day of January, 2025.

Kristin Baranski, Clerk DATE

I, Kristin Baranski, Hayes Township Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Hayes Township Board of Trustees at a monthly meeting on 01/13/202.

LIHEAP | CLEARINGHOUSE
Low Income Home Energy Assistance Program

(/)

Keywords

Federal Poverty Guidelines for FFY 2025

[Last updated 4/1/2024]

Household Size	100% Poverty	110% Poverty	125% Poverty	150% Poverty	175% Poverty	185% Poverty	200% Poverty
1	$ 15,060	$ 16,566	$ 18,825	$ 22,590	$ 26,355	$ 27,861	$ 30,120
2	$ 20,440	$ 22,484	$ 25,550	$ 30,660	$ 35,770	$ 37,814	$ 40,880
3	$ 25,820	$ 28,402	$ 32,275	$ 38,730	$ 45,185	$ 47,767	$ 51,640
4	$ 31,200	$ 34,320	$ 39,000	$ 46,800	$ 54,600	$ 57,720	$ 62,400
5	$ 36,580	$ 40,238	$ 45,725	$ 54,870	$ 64,015	$ 67,673	$ 73,160
6	$ 41,960	$ 46,156	$ 52,450	$ 62,940	$ 73,430	$ 77,626	$ 83,920
7	$ 47,340	$ 52,074	$ 59,175	$ 71,010	$ 82,845	$ 87,579	$ 94,680
8	$ 52,720	$ 57,992	$ 65,900	$ 79,080	$ 92,260	$ 97,532	$ 105,440
9	$ 58,100	$ 63,910	$ 72,625	$ 87,150	$ 101,675	$ 107,485	$ 116,200
10	$ 63,480	$ 69,828	$ 79,350	$ 95,220	$ 111,090	$ 117,438	$ 126,960
11	$ 68,860	$ 75,746	$ 86,075	$ 103,290	$ 120,505	$ 127,391	$ 137,720
12	$ 74,240	$ 81,664	$ 92,800	$ 111,360	$ 129,920	$ 137,344	$ 148,480

For households in the District of Columbia or in any state except Alaska and Hawaii at 100 percent of HHS federal poverty guidelines with more than 8 members add $4,540 for each additional member. For such households at 110 percent of HHS federal poverty guidelines with more than 8 members add $4,994 for each additional member. For such households at 150 percent of HHS federal poverty guidelines with more than 8 members add $6,810 for each additional member.

Note: For optional use in FFY 2024 and mandatory use in FFY 2025

NATIONAL ENERGY ASSISTANCE REFERRAL
1-866-674-6327
ENERGYHELP.US
(https://energyhelp.us)

LIHEAP VIRTUAL LIBRARY (https://liheappm.acf.hhs.gov/assessment)

TOWNSHIP OF HAYES
Resolution No. 01132025A

At a regular meeting of the Hayes Township Board held at the Hayes Township Hall 09195 Major Douglas Sloan Road, Charlevoix, Michigan 49720 on January 13, 2025.

Present: Supervisor Bill Conklin, Treasurer Julie Collard, Clerk Kristin Baranski, Trustee Matt Cunningham, Trustee Doug Kuebler
Absent: None

The following resolution was made by XXXXXX and supported by XXXX to-wit:

ASSET LEVEL TEST

WHEREAS PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test.

WHEREAS an asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test is calculated based on a maximum amount permitted and all other assets above that is considered as available;

WHEREAS the homestead of persons, who in the judgment of the board of review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Public Act 390, 1994 (MCL 211.7u); and

WHEREAS pursuant to PA 390, 1994 Hayes Township, Charlevoix County adopts the following guidelines for the board of review to implement. The asset level test shall include but not be limited to the specific income of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

1. Be an owner of and occupy as a homestead the property for which an exemption is requested.
2. File a claim with the board of review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any

property tax credit returns filed in the immediately preceding year or in the current year.

3. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
4. Meet the Federal poverty income standards (plus 10%) as defined and determined annually by the United States Office of Management and Budget.
5. Provide a list of asset valuations, including cash on hand, fixed assets, and any other property that could be used, or converted to cash for use in the payment of property taxes.
6. The board of review shall not include the homesteaded property to calculate the asset level.
7. If the combined total of cash on hand, fixed assets, and any other property values exceed the Federal Poverty Guidelines by one (1) times no exemption is allowed

NOW, THEREFORE, BE IT RESOLVED the board of review shall follow the above stated policy and federal guidelines in granting or denying an exemption per PA 253 2020.

RESOLUTION DECLARED ADOPTED.

TOWNSHIP OF HAYES

By:____________________

Kristin Baranski, Clerk

I, the undersigned, the Clerk of the Township of Hayes, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by said municipality of Charlevoix County at its regular meeting held in January 8, 2024 relative to adoption of the resolution herein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: January 13, 2025

____

Kristin Baranski, Clerk

Gmail

April Hilton <deputyclerkhayes@gmail.com>

Fwd: BOR Resignation

Hayes supervisor <supervisorhayestownshipmi@gmail.com> Tue, Dec 24, 2024 at 8:44 AM
To: Julie Collard <treasurer@hayestownshipmi.gov>, Doug Kuebler <hayestrustee5@gmail.com>, Matthew Cunningham <trustee2@hayestownshipmi.gov>, kristin baranski <deputyclerkhayes@gmail.com>

FYI ---

I do not have the information available to me to contact the other member of the Board of Review - I contacted Greg and he responded with this note. Therefore, as we decided, we should post a vacancy for the Board of Review on the website (the Charlevoix County Board of Review training is scheduled for Jan 30) since the deadline for the Voice has passed. Please provide the phone number and or email of the other member besides Jim Rudolph so I can contact that person -- when I sent a notice to the Board of Review 2 weeks ago, his email bounced back as non-deliverable.

Thank you.

---------- Forwarded message ---------
From: **Greg D** <GDenzi@pm.me>
Date: Sun, Dec 22, 2024 at 1:52 PM
Subject: BOR Resignation
To: Bill Conklin <supervisor@hayestownshipmi.gov>, Bill Conklin <bill@dwconklin.com>

Bill,

This message is to inform you that I am resigning from the Hayes Township Board of Review effective January 1, 2025.

I'm thankful for the opportunity to serve. It was an honor.

Best regards,

Greg Denzinger

Gmail **clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>**

Re: Hayes Township Board of Review

1 message

Hayes supervisor <supervisorhayestownshipmi@gmail.com> Thu, Jan 2, 2025 at 12:41 PM
To: Richard & Rebecca Sculthorpe <rrsculthorpe1002@gmail.com>
Cc: Doug Kuebler <hayestrustee5@gmail.com>, Julie Collard <treasurer@hayestownshipmi.gov>, Matthew Cunningham <trustee2@hayestownshipmi.gov>, clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

Thank you Richard for your response; and we appreciate your past service on behalf of Hayes Township. I will forward your resignation to the other Board members as well.

All the best to you and your family in the New Year.

Bill Conklin
Supervisor

On Wed, Jan 1, 2025 at 10:09 PM Richard & Rebecca Sculthorpe <rrsculthorpe1002@gmail.com> wrote:

> Bill -
>
> Thanks for reaching out to me regarding my continued participation as a member of the Board of Review. In light of some changes in other commitments I currently have I am not in a position to commit serving going forward and would therefore request that this e-mail serve as my letter of resignation.
>
> All the best-
>
> Richard
> Sent from my iPhone

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between BS&A Software LLC ("BSA"), a Delaware limited liability company and the Hayes Township, Charlevoix County MI ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. **Rights Granted.**
   1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
   1.2. Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

2. **Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

3. **SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A.**

4. **Ownership.**
   4.1. BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.
   4.2. Customer retains all ownership and intellectual property rights to the data.

5. **Limited Software Warranty.**
   5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-

conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A.** Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

7. **SaaS Services.**

7.1. BSA's Services are audited at least annually in accordance with the AICPA's Statement on Standards for Attestation Agreements ("SSAE") No. 16, Type 2. BSA has attained, and will maintain, Type II SSAE compliance, or its then current equivalent, for as long as Customer maintains timely payment for SaaS services. Customer may make a written request and, upon execution of a mutually acceptable Non-Disclosure Agreement ("NDA"), BSA will make available a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect, Customer may make an additional written request for BSA to provide the same information.

7.2. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.3. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.4. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

7.5. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.

7.6. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.

7.7. BSA performs tests of the disaster recovery plan at least annually. Such tests are not specific to individual Customer databases.

7.8. Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

SECTION B – PROFESSIONAL SERVICES

8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A,** for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.

9. **Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.

10. **License and Ownership.**
    10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
    10.2. Subject to Section 10.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

11. **Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

12. **Limited Professional Services Warranty.**
    12.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.
    12.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS

DocuSign Envelope ID: 6E602C58-0231-45DA-92FB-60EC7BDAF758

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

13. **Customer Site Access and Assistance.**

13.1. Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)

13.2. At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. **Maintenance and Support Generally.**

14.1. For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.

14.2. Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B.**

14.3. BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

14.4. Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

15. **Support.**

15.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C.** An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

15.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processers, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

15.3. Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

15.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – THIRD PARTY PRODUCTS

16. Third Party Products.

16.1. BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

16.2. BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E – GENERAL TERMS AND CONDITIONS

17. BSA Proprietary Information.

17.1. Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").

17.2. Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

17.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

17.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

18. **Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMTED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

19. **Additional Disclaimer.** BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

Indemnification for Intellectual Property Infringement. If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.

20. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

21. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.

22. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

23. **Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.

24. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A.**

25. **Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
    25.1. Termination for Cause. If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
    25.2. Force Majeure. Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
    25.3. Lack of Appropriations. If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
    25.4. Failure to Pay SaaS Fees. Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
    25.5. Convenience. If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.

26. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

27. **No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.

28. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.

29. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fine, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

30. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

    If to BSA:
    BSA Software
    14965 Abbey Lane
    Bath, MI 48808
    Attn: Contracts Manager
    Telephone: 517-641-8900

    If to Customer:
    Hayes Township
    10772 Burnett Road
    Charlevoix, MI 49720
    Telephone: 231-347-2899

31. **Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.

32. **Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.

33. **Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.

34. **Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

35. **Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.

36. **Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

    Exhibit A – Payment Terms Generally

    Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees

    Schedule 2 to Exhibit A – Professional Service Fees

    Exhibit B – Annual Service and Hosting Fees

    Exhibit C – Support Call Process

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BS&A SOFTWARE, LLC	**CUSTOMER**
By: DocuSigned by: Mark Puetz B3031FE53C404E6...	By:
Name: Mark Puetz	Name: Kristin Baronski
Title: Product Manager	Title: Clerk - Hayes Township
Date: 2/26/2024	Date: 2/14/2024

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. In the event of a phased implementation approach, where different modules are implemented with separate go-live phases, the SaaS fees, Implementation and Training costs and travel expenses shall be invoiced separately for each separate phase of the project.
4. BSA shall invoice Customer $13,500 upon Effective Date for one half of BSA's Upgrade Implementation fees plus Project Management/Implementation Planning and Data Conversion fees as set forth in Schedule 2.
5. BSA shall invoice Customer $6,530 upon activation of Customer's site for use of the BSA Software Product(s) upgraded from BSA's .NET applications. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as Upgrades.
6. BSA shall invoice Customer $1,900 at completion of Implementation and Training. Such amount equals one half of Upgrade Implementation fees, as set forth in Schedule 2.
7. BSA shall invoice Customer $4,480 upon activation of Customer's site for use of the BSA Software Product(s) shown as New Purchases. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as New Purchases.
8. BSA shall invoice Customer $17,200 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

Schedule 1 to Exhibit A

SaaS Fees

Upgrade - Cloud Modules

Property	
Assessing	**$3,725**
Tax	**$2,805**
BS&A Online	
Public Records Search + Online Bill Pay *With use of integrated Credit Card Processor* *Pay-Per-Hit*	**$0**
Subtotal	**$6,530**

New Purchase - Cloud Modules

Financial Management	
General Ledger	**$1,410**
Accounts Payable	**$1,150**
Personnel Management	
Payroll	**$1,920**
Subtotal	**$4,480**

Schedule 2 to Exhibit A

Professional Services Fees

Data Conversions/Database Setup

Convert existing Quickbooks data to BS&A format:	
General Ledger (Chart of Accounts/Balances/Budget as of a Specified Date. Each additional year of 'history' balances to be setup will be an additional $1000)	**$2,100**
Accounts Payable (Vendor Master File)	**$1,600**
Payroll (Manual Entry or Import of Employee Master File/Setup/YTD as of a Specified Date)	**$2,900**
Subtotal	**$6,600**

Upgrade Implementation

Services include:

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption*
- *Project schedule aligned with your processes and needs, ensuring a seamless transition timeline*
- *Expedited upgrade to cloud capturing existing process to minimize demands required of client teams*
- *Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization*
- *Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources*
- *Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted*
- *Preliminary data conversion with attachments, mirroring final conversion for a smooth transition*
- *Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing*
- *Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes*
- *Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.*
- *As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.*
- *Automated scaffolding of users and security roles based on your previous configurations*
- *Conversion of approval workflows based on role-based security, maintaining established processes*
- *As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment*
- *Documentation of our standard processes, facilitating easy access to essential information*
- *Upgrade training*
- *Prioritized response post go-live for 2 weeks from the upgrade team*
- *3 post go-live survey touch points to check-in on post-go live experience*
- *Remote go-live assistance and remote office hours for a successful transition to the cloud-based software*
- *Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost*

$3,800

DocuSign Envelope ID: 6E602C58-0231-45DA-92FB-60EC7BDAF758

New Module Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

$5,000

New Module Implementation and Training

- *$1,000/day*
- *Days quoted are estimates; you are billed for actual days used*

Services include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Software Setup	Days:	2		**$2,000**
Financial Management Modules	Days:	5		**$5,000**
Personnel Management Modules	Days:	5		**$5,000**
	Total:	12	Subtotal	**$12,000**

Travel Expenses *$5,200*

EXHIBIT B

Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	$1,410
Accounts Payable	$1,150
Personnel Management	
Payroll	$1,920
Property	
Assessing	$3,725
Tax	$2,805
BS&A Online	
Public Records Search – Pay-Per-Hit	$0
Total Annual Service Fees	**$11,010**

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

A. **Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

B. **Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

C. **Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

D. **Issues/Bugs.** Errors fall into three (3) subcategories:

   i. **Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.

   ii. **Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.

   iii. **Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

DocuSign Envelope ID: 6E602C58-0231-45DA-92FB-60EC7BDAF758

Agenda Item #3
November 19, 2024

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

Bulletin 15 of 2024
November 19, 2024
2025 Boards of Review

TO: Boards of Review and Assessing Officers

FROM: Michigan State Tax Commission

SUBJECT: 2025 Boards of Review

This Bulletin contains information that Boards of Review need to be aware of for the 2025 assessment year. The State Tax Commission Q&A regarding the statutory obligations for Boards of Review can be found on the State Tax Commission website at www.michigan.gov/statetaxcommission. The State Tax Commission asks that all Board of Review members carefully review this document.

Board of Review members are also strongly encouraged to attend an annual *Board of Review Member Training* to review updates on statutory and policy changes. Public Act 660 of 2018 requires that all Board of Review members receive training approved by the State Tax Commission at least once every two years.

Key Dates for 2025 Boards of Review

- **March 4, 2025**. The March Board of Review begins their work on the Tuesday following the first Monday in March. On this day, the Board holds their organizational meeting and formally receives the assessment roll from the assessor. This is the meeting for the Board to "get organized". They should elect a chairperson, discuss how they are going to conduct business, review any statutory or policy changes they should be aware of for the current year and receive any briefings they want from the assessor regarding the assessment roll. The Board will not hear appeals at this first meeting. The organizational meeting date cannot be rescheduled to a different day.

- **March 10, 2025**. Appeal meetings of the March Board begin on the 2nd Monday in March. Local units can set an alternative start date for the appeal meetings by adopting an ordinance or resolution, but that alternative start date can only be the Tuesday or Wednesday of that same week (i.e. the Tuesday or Wednesday following the 2nd Monday in March).

  The required first appeal meeting on the second Monday in March must start no earlier than 9 a.m. and no later than 3 p.m. The Board of Review must meet for a minimum of 6 hours that day. The Board must meet a total of at least 12 hours during that first week and at least 3 hours of the required sessions must be after 6 p.m.

- **April 7, 2025**. The March Board of Review must complete their work by the first Monday in April. Assessment rolls must be turned over to County Equalization by the Wednesday following the first Monday in April or 10 days following the close of the March Board, whichever is first.

- **July 22, 2025.** The July Board meets on the Tuesday following the third Monday in July, unless an alternate start date is adopted by the local unit.

- **December 9, 2025**. The December Board meets the Tuesday following the second Monday in December, unless an alternate start date is adopted by the local unit.

Alternate Start Dates for the July or December Boards of Review

MCL 211.53b provides that July or December Boards of Review may have an alternate start date. The governing body of the city or township must adopt by ordinance or resolution alternate start dates that must conform to the following: for the July Board, an alternate date during the week of the third Monday in July; for the December Board, an alternate date during the week of the second Monday in December.

Documentation of Board of Review Changes

The State Tax Commission requires that all Boards of Review maintain appropriate documentation of their decisions including minutes, a copy of the form 4035, form 4035a whenever the Board of Review makes a change that causes the Taxable Value to change, form 4031, and a Board of Review Action Report. Form 4035 must include a detailed reason why the Board made their determination. **Assessors are not required to file the Board of Review log or Action Report with the State Tax Commission.**

Minutes must include all the following items:

- Day, time, and place of meetings.

- Members present, members absent, name of elected chairperson and notation of any correspondence received.

- A log that identifies the hearing date, the petition number, the petitioner's name, the parcel number, the type of appearance, type of appeal and decision of the board of review.

- Record daily the actual hours the Board was in session, and time of daily adjournments. Record the closing date and time of the final annual session.

Inflation Rate used in the 2025 Capped Value Formula

The inflation rate, expressed as a multiplier, to be used in the 2025 Capped Value Formula is 1.031.

The 2025 Capped Value Formula is as follows:

2025 CAPPED VALUE = (2024 Taxable Value – LOSSES) X 1.031 + ADDITIONS

The formula above does not include 1.05 because the inflation rate multiplier of 1.031 is lower than 1.05.

July and December Board of Review Authority and Qualified Errors

Boards of Review **and** assessors are cautioned to take great care to ensure that any changes made by the July or December Board of Review meet the requirements of MCL 211.53b.

MCL 211.53b provides that the July or December Boards of Review can correct "qualified errors" for the current year and one prior year unless additional years are specifically addressed by the statute.

Regarding MCL 211.27a(4): if the taxable value of property is adjusted and the assessor determines that there had not been a transfer of ownership, the taxable value of the property shall be adjusted for the current year and for the **three** immediately preceding calendar years.

Qualified Errors are defined in MCL 211.53b as:

- A clerical error relative to the correct assessment figures, the rate of taxation, or the mathematical computation relating to the assessing of taxes
- A mutual mistake of fact.
- An adjustment under section 27a(4) – taxable value or an exemption under section 7hh(3)(b) – qualified start-up business exemption.
- An error of measurement or calculation of the physical dimensions or components of the real property being assessed.
- An error of omission or inclusion of a part of the real property being assessed.
- An error regarding the correct taxable status of the real property being assessed.
- An error made by the taxpayer in preparing the statement of assessable personal property under section 19.
- An error made in the denial of a claim of exemption for personal property under section 9o.
- An error made by the local tax collecting unit in the processing of a timely filed disabled veterans exemption affidavit.
- A delay in the determination by the United States Department of Veterans Affairs that a veteran is permanently and totally disabled as a result of military service and entitled to veterans' benefits at the 100% rate.

- An exemption under section 7u(10), for the immediately preceding tax year only, if the exemption was not on the assessment roll and was not denied for that tax year. A claim for exemption must be filed with the board of review on a form prescribed by the state tax commission and provided by the local assessing unit, accompanied by supporting documentation establishing eligibility for the exemption for that immediately preceding tax year under the criteria in section 7u(2) and any other supporting documentation as may be required by the state tax commission.

Clerical Error was defined by the Court of Appeals in *International Place Apartments v Ypsilanti Township* 216 Mich App 104; 548 NW2d 668 (1996), as "an error of a transpositional, typographical, or mathematical nature." July and December Boards of Review are NOT allowed to revalue or reappraise property when the reason for the action is that the assessor did not originally consider all relevant information.

Mutual Mistake of Fact was defined by the Court of Appeals in *Ford Motor Co v City of Woodhaven*, 475 Mich 425; 716 NW2d 247 (2006) as "an erroneous belief, which is shared and relied on by both parties, about a material fact that affects the substance of the transaction." This definition was clarified by the Michigan Supreme Court in *Briggs Tax Service, LLC v Detroit Public Schools*, 485 Mich 69; 780 NW2d 753 (2010). The Michigan Supreme Court indicated that to qualify, the "mutual mistake of fact" must be one that occurs only between the assessor and the taxpayer.

Personal Property Tax

Taxpayers who miss the February 20 filing deadline for either the Small Business Taxpayer Exemption, the Eligible Manufacturing Personal Property Exemption, or the Qualified Heavy Equipment Rental Personal Property Exemption may file a late application directly with the March Board of Review.

Important Reminder: The July and December Boards of Review **have no authority** to grant these exemptions. If an assessor misplaces or missed a timely filed Form 5278, that **is not** considered a clerical error or mutual mistake and cannot be considered by the July or December Board of Review.

See the Guide to Small Business Taxpayer Exemption and Bulletin 18 of 2022: Qualified Heavy Equipment Rental Personal Property Exemption for more information.

Further information and guidance on the Eligible Manufacturing Personal Property (EMPP) Exemption, Special Acts, and the Essential Services Assessment (ESA) is available at www.michigan.gov/ESA. Additional questions should be sent via email to ESAQuestions@michigan.gov.

Poverty Exemption Changes

The State Tax Commission issued Bulletin 22 of 2023 regarding the poverty exemption. This Bulletin reflects updates due to legislative changes to the poverty exemption made in in November 2023 by PA 191 of 2023. It is important that Board of Review members

DRAFT

review this bulletin and understand the changes to the statute that impact how poverty exemptions are reviewed and granted.

Specifically, PA 191 amends the poverty exemption to allow local units to grant a 75% partial exemption, in addition to the previously allowed 100%, 50%, and 25%, without prior approval by the State Tax Commission. Additionally, PA 191 amends both MCL 211.7u and MCL 211.53b to allow the July and December Board of Review to grant a poverty exemption, as a qualified error, for the immediately preceding year on the principal residence of a person who establishes eligibility as required by Section 7u if an exemption was not on the assessment roll and was not previously denied.

The Board of Review shall approve or deny the request for the poverty exemption. The Board of Review is required to follow the policy and guidelines adopted by the local assessing unit in granting or denying a poverty exemption. **The Board of Review is not permitted to deviate from the adopted policy and guidelines** (this is a change to the law in 2020 PA 253).

Poverty exemption applications can be heard at the March, July, or December Board of Review (this applies to a current year exemption, not an exemption for the immediate preceding year which can only be heard by the July and December Board of Review as a qualified error). However, there can only be **one** Board of Review decision for a specific calendar year; a subsequent Board of Review cannot reconsider a decision already made that year. For example: if an application is denied at the March Board of Review, it may not be reheard by the July or December Board of Review during the same calendar year.

To request a poverty exemption, a taxpayer must file:

1. Form 5737 *Application for MCL 211.7u Poverty Exemption*
2. Form 5739 *Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty*
3. All required additional documentation (such as federal/state income tax returns)

Local units are still required to have adopted income guidelines and an asset test. These documents should be in writing and should be made available to taxpayers.

If a taxpayer qualifies for the poverty exemption, the Board of Review may grant a 100%, 75%, 50%, or 25% reduction in taxable value. There are no other percentage reductions permitted unless approval is granted to the local unit by the State Tax Commission for additional percentage reductions. The request must comply with the *State Tax Commission Policy Regarding Requests for Percentage Reductions in Taxable Value for Poverty Exemptions* and must be submitted using Form 5738.

The forms and guidance related to the poverty exemption are available on the State Tax Commission's website under the Poverty Exemption Forms & Policy Related to PA 253 of 2020 link.

Reminders:

- The Michigan Court of Appeals ruled in *Ferrero v Township of Walton* (Docket No. 302221) that monies received pursuant to MCL 206.520 (homestead property tax credit) is a rebate of property taxes and is not income for purposes of MCL 211.7u.

- Statutory changes allow an affidavit to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This includes the individual filing for the exemption.

Board of Review members are encouraged to review Bulletin 15 of 2024 prior to the start of March Board of Review meetings.

Property Classification

Property is classified according to its current use. A property cannot have more than one classification. MCL 211.34c(5) states that if the total usage of a parcel includes more than one classification, the assessor shall determine the classification that most significantly influences the total valuation of the parcel.

Boards of Review are encouraged to review the Property Classification Q&A available on the State Tax Commission website.

Board of Review Member Required Training

PA 660 of 2018 requires the State Tax Commission audit to ensure that Board of Review members are participating in training. Beginning in 2022, Board of Review members will be required to complete Board of Review training at least once every two years to meet this audit requirement. This training will be offered by the State Tax Commission, or by outside organizations with State Tax Commission approval and use of State Tax Commission approved materials. Proof of completion and the required Form 5731 should be attached to the Board of Review's Certification of the Assessment Roll and maintained with local unit records.

The State Tax Commission has provided additional resources and guidance regarding changes to be implemented as a result of Public Act 660 of 2018 under the "Property Assessing Reform" link at www.michigan.gov/statetaxcommission.

Resources

The State Tax Commission has published a significant amount of resource information to assist Boards of Review in carrying out their statutory responsibilities. This information can be found on the State Tax Commission website at www.michigan.gov/statetaxcommission under the "Board of Review Resources" heading.

DRAFT

If you have additional questions or cannot locate information on the State Tax Commission website, please contact the State Tax Commission at (517) 335-3429 or email State-Tax-Commission@michigan.gov.

DRAFT

Maner Costerisan

2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912
517.323.7500
517.323.6346

January 19, 2024

Hayes Township
Charlevoix, Michigan

Maner Costerisan is pleased that Hayes Township (the Township) has expressed interest in our firm and our municipal government expertise. We are submitting the following proposed engagement letter for consideration and selection of services that we may be able to assist the Township with.

We are prepared to provide a full range of accounting and consulting services to Hayes Township as requested. The purpose of this engagement letter is to identify the scope of available accounting and consulting services, that we are able to provide as requested, and confirm the terms of our engagement.

Scope of Services

The scope of accounting and consulting services that can be provided to the Township, as you request them, are outlined below. While this listing includes the full range of services available from Maner Costerisan, the specific services anticipated to be provided at the current time as the Township requests them, are separated below from those other services that are available upon further request after the services commence.

<u>We understand that our duties will potentially help ensure the completion of the following items as requested</u>:

- Perform a preliminary general "field review" of the Township's procedures by obtaining a general understanding of the Township's programs and financial procedures and then a detailed understanding of the same by reviewing documentation and discussions with management.

- Analyze current systems in place related to all significant accounting functions and potentially develop a detailed accounting manual to be utilized Township-wide to effectively and efficiently process accounting transactions, as necessary.

- If desired, we can further train administrative staff on essential functions necessary for day-to-day operations while implementing and maintaining critical internal controls. This would include specific training on whatever accounting software package the Township utilizes.

- Develop and implement policies and procedures standardizing accounting functions across the Township, if needed.

- Review of organizational structure and provide recommendations on opportunities for efficiencies, as needed.

- Develop timelines and tasks lists on duties to be conducted and when they need to be completed.

- Assist with various accounting functions as needed, including audit prep services, if needed.
- Assist with the bank reconciliation process, analysis of the general ledger to reconcile material accounts, etc. as requested.
- Meet with Township management to discuss any accounting issues, findings that arise, and recommend corrective actions.
- Provide financial consulting services upon request.

Additional management advisory services may be requested throughout this engagement, as necessary:

- General accounting advisory assistance, as requested.
- Internal control policies and procedures review and updating.
- Updating Township Chart of Accounts for State of Michigan compliance.
- Grant regulation compliance assistance.
- Investigation of allegations or concerns, if identified.
- Other contracted accounting outsourced solutions.
- Computer hardware sales and service, if requested.

Township Responsibilities

The Township is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations.

The Township will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Maner Costerisan, providing overall direction and oversight for each service, reviewing, approving, and accepting the results of the work.

If our engagement involves assistance with the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit performed on the Township's behalf and not the submission of compiled financial statements as defined by the standards for accounting and review services of the AICPA. The draft financial statements we provide to the external auditor, on the Township's behalf, will be prepared in accordance with accounting principles generally accepted in the United States, will be limited to management's representations, and will include no opinion, report, or any form of assurance on the statements from us. Because we can provide no form of assurance on such statements, any engagement to prepare these draft financial statements for auditor use cannot be relied upon to disclose errors, fraud, or illegal acts. The Township will be responsible for the fair presentation of such statements, and it will make such representations to the external auditors. The Township also represents to us that it is responsible for the basis of accounting and assumptions used in the preparation of the draft financial statements. The Township also agrees not to use the draft financial statements, prepared as a prelude to the audit, in any manner other than for use by the external auditor, and will not distribute or allow use of such draft statements to or by third-parties.

The Township retains responsibility for performing management functions and making management decisions, including but not limited to, the adequacy of the Township's policies and procedures. Accordingly, we may submit to the Township journal entries, listings of transactions or other entries or changes or a summary of these for the Township's approval. The appropriate individual at the Township should review these items and contact us regarding any questions or changes that the Township wishes to be made. The Township is responsible and accountable for overseeing the services rendered under this engagement.

As indicated above, the Township is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. A list of information and assistance that the Township will need to provide may be supplied by us. The Township's failure to provide this information in a timely manner may impair our ability to provide service and may result in increased fees.

The Township agrees that any final reports issued by Maner Costerisan in the conduct of our services engagement are intended solely for the information and use of Township staff, management, and the governing body. Any such reports may include wording that describes the limitations on their distribution.

Maner Costerisan Responsibilities

Maner Costerisan is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Maner Costerisan will be responsible for reporting or otherwise communicating to the Township Management &/or the Township Board any findings or recommendations, it determines necessary, resulting from the accounting and consulting services provided.

Additional Terms and Responsibilities

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures, indicating that fraud may have occurred. In addition, we will inform the Township of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that potentially may have occurred.

The Township is responsible for the safeguarding of assets, for the proper recording of transactions in the general ledger, for the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the engagement. The Township also has the final responsibility for any filings we do on the Township's behalf and, therefore, the appropriate officials should review them carefully before an authorized officer signs and submits.

If, during our work, we discover information that materially affects prior-year information, we will make the Township aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year information. If the Township becomes aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to assist in adjusting information and/or filings as part of this engagement.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that the Township not solicit our employees to work for the Township. If the Township does hire one of our employees within 2 years of when they last worked for Maner Costerisan, we will be due a finder's fee equal to 100% of the annual salary of said individual. Payment will be due within 10 days of receipt of our invoice.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel time/costs, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our discounted hourly rates as noted below, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Associate	$ 165
Manager	200
Senior Manager	240
Principal	365

We do not bill for phone calls and questions regarding minimal research (less than one-half hour). Brief phone conversations during the year are encouraged at no additional cost. Our rates increase annually on an incremental basis.

Our initial assessment and commencement of our various services will require a mixed time from various levels of staffing. We will work as efficiently and effectively as possible to maintain reasonable costs. We will bill the Township any costs (including travel related costs) based on the value of the services received from our team members involved until our services are no longer needed. Our ability to keep costs down is predicated on Township staff cooperation and providing necessary information on a timely basis. If the Township would like additional assistance over the noted elements those hours will be billed at the rates noted after approval is given.

All projects/services detailed in the scope of services section would be billed at the hourly rates noted above, as requested. With an engagement such as this, the Township has 100% control over the hours to be invested in the project and the resulting cost. We will bill the Township for all the time and other costs spent on each phase of the engagement as we conduct the services. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed the entire scope of service. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will bill the Township as the work progresses and only bill for the value of the services provided during the project. We will invest the time required to ensure that the professional relationship we will develop with the Township remains strong and we continue to be the Township's trusted advisor in all financial matters. We will rely on the Township to monitor the cumulative fees and expenses charged and notify us if and when the cumulative amount approaches the total appropriated level.

If the Township were to need additional services rendered by other team members, those hours would be billed at the following standard rate ranges, which increase annually on an incremental basis:

Team Member Level	Hourly Rate
Principal	$ 275 – 400
Manager/Senior Manager	200 – 270
Associate	150 – 200
Administrative	100 – 200

Maner Costerisan may perform additional services upon receipt of a request from the Township with terms and conditions that are acceptable to the Township and Maner Costerisan.

Very truly yours,

Maner Costerisan PC

Acceptance

Please indicate the Township's acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. We look forward to continuing our professional relationship with Hayes Township.

This letter correctly sets forth the understanding of Hayes Township:

By: Julie Collard

Title: Treasurer

Date: March 16, 2024

Gmail

clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

Letter to Hayes Township Board

1 message

Bill Henne <wm.henne@gmail.com> Sun, Jan 12, 2025 at 7:05 PM
To: Bill Conklin <supervisor@hayestownshipmi.gov>, Kristin Baranski <clerk@hayestownshipmi.gov>, Hayes Treasurer <treasurerhayestownshipmi@gmail.com>, Matt Cunningham <trustee2@hayestownshipmi.gov>, trustee5@hayestownshipmi.go

January 13, 2025

Bill and Members of the Board,
Since I have not been able to be at your first two board meetings as our new Supervisor, Bill, I want to welcome you tonight to this position and wish you good luck at your first meeting of the year.
I have been told that your first two meetings were unnecessarily challenging due to a lack of cooperation and consideration by the other four trustees. This concerns me very much. It is clear that our voters wanted to replace the former Supervisor and his agenda with you, Bill, and your new and different agenda. It is also clear that none of the other trustees are very happy about this and are still influenced by the former Supervisor. This is counterproductive to the best interests of our township. This must change. Accordingly, here is what I expect of you as trustees:

1. Cooperate with our new Supervisor to make township government operate smoothly.
2. Be considerate of our new Supervisor. He needs your support.
3. Be careful in your dealings with the former Supervisor. He is now our employee and his views matter exactly as much as all other citizens and not a bit more.
4. Never forget that you are working for the citizens of Hayes Township, and it is your responsibility to perform according to the law and to always be transparent. I want to point out that those two points are what Bill stressed in his successful campaign.

If you keep these four expectations in mind and make decisions that are good for the township, you will rescind the decision to contest the latest lawsuit against you and rescind the resolution that appointed some planning commissioners illegally. This would be an excellent way to start out the new year.
I have one final point. I am not comfortable with the relationship that you have had with our township attorney. In my opinion, he has had far too heavy a hand in guiding this board. In some cases, it appears that you actually let him make your decisions. His advice is very necessary but you are not obligated to follow it. You are, instead, obligated to consider it and make your own decisions. He, also, is our employee. He works for all of us.

As the months go on I will be looking for an improvement in your relationships with Bill Conklin. No citizen should expect less.

Bill Henne

BUDGET REPORT
Calculations As Of 01/31/2025

GL Number	Description	24-25 Original Budget	24-25 Amended Budget	24-25 Activity	24-25 % Budget Used	24-25 APPROVED	24-25 Requested
Fund: 101 GENERAL FUND							
Account Category: Estimated Revenues							
101-000-402.000	REAL PROPERTY TAXES	0.00	300,000.00	21,954.65	7.32	300,000.00	0.00
101-000-404.000	ROAD MILLAGE	0.00	636,640.72	0.00	0.00	636,640.72	0.00
101-000-410.000	PERSONAL PROPERTY TAXES	0.00	1,100.00	0.00	0.00	1,100.00	0.00
101-000-411.000	DELINQUENT PROPERTY TAXES	0.00	0.00	3,405.42	0.00	0.00	0.00
101-000-425.000	SWAMP TAX	0.00	360.00	0.00	0.00	360.00	0.00
101-000-429.000	COMMERCIAL FOREST RESERVE	0.00	20.00	0.00	0.00	20.00	0.00
101-000-528.000	ARPA GRANT REVENUE	0.00	141,000.00	0.00	0.00	141,000.00	0.00
101-000-550.000	TRANSFER IN	0.00	0.00	339,960.91	0.00	0.00	0.00
101-000-566.000	GRANTS - COMMUNITY FOUNDATION	0.00	5,000.00	0.00	0.00	5,000.00	0.00
101-000-569.000	OTHER STATE REVENUE	0.00	94,000.00	80,101.76	85.21	94,000.00	0.00
101-000-572.000	METRO ACT	0.00	9,500.00	0.00	0.00	9,500.00	0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION	0.00	10,000.00	0.00	0.00	10,000.00	0.00
101-000-574.000	STATE SHARED REVENUE	0.00	200,000.00	34,696.00	17.35	200,000.00	0.00
101-000-576.000	ELECTION REIMBURSEMENT	0.00	12,000.00	3,772.16	31.43	12,000.00	0.00
101-000-582.000	GRANTS - CHARLEVOIX COUNTY MI	0.00	20,000.00	9,816.85	49.08	20,000.00	0.00
101-000-626.000	ZONING FEES	0.00	9,000.00	7,065.00	78.50	9,000.00	0.00
101-000-642.000	CEMETERY SALES	0.00	1,000.00	975.00	97.50	1,000.00	0.00
101-000-665.000	INTEREST AND DIVIDEND INCOME	0.00	2,500.00	825.80	33.03	2,500.00	0.00
101-000-667.000	TOWNSHIP HALL RENT	0.00	1,500.00	800.00	53.33	1,500.00	0.00
101-000-674.000	FOOD PANTRY DONATIONS	0.00	7,000.00	600.52	8.58	7,000.00	0.00
101-000-674.500	FUNDRAISING	0.00	20,000.00	3,532.50	17.66	20,000.00	0.00
101-000-684.000	MISCELLANEOUS INCOME	0.00	500.00	395.00	79.00	500.00	0.00
101-000-696.000	LCEMS - EMS LOAN	0.00	122,977.56	0.00	0.00	122,977.56	0.00
Estimated Revenues		0.00	1,594,098.28	507,901.57	31.86	1,594,098.28	0.00
Account Category: Appropriations							
101-000-710.000	FICA/MEDICARE	0.00	21,000.00	13,482.53	64.20	21,000.00	0.00
101-101-702.000	SALARIES AND WAGES	0.00	12,760.00	7,776.62	60.95	12,760.00	0.00
101-101-730.000	POSTAGE & POSTAGE METER	0.00	7,160.00	6,232.53	87.05	7,160.00	0.00
101-101-802.000	ACCOUNTING AND LEGISLATIVE	0.00	20,000.00	(1,165.79)	(5.83)	20,000.00	0.00
101-101-805.000	LEGAL SERVICES	0.00	25,000.00	11,952.08	47.81	35,000.00	0.00
101-101-910.000	PUBLICATION/PRINTING	0.00	20,000.00	6,699.14	33.50	20,000.00	0.00
101-101-911.000	WEB PAGE PUBLISHING	0.00	2,500.00	1,080.57	43.22	2,500.00	0.00
101-101-960.000	EDUCATION/SERVICES	0.00	4,300.00	2,275.00	52.91	1,300.00	0.00
101-171-702.000	SALARIES AND WAGES	0.00	33,626.00	19,626.62	58.37	33,626.00	0.00
101-171-850.000	TELEPHONE	0.00	500.00	250.00	50.00	500.00	0.00
101-171-960.000	EDUCATION/SERVICES	0.00	500.00	0.00	0.00	500.00	0.00
101-215-702.000	SALARIES AND WAGES	0.00	33,626.00	19,615.19	58.33	33,626.00	0.00
101-215-703.000	SALARIES AND WAGES - DEPUTY	0.00	20,000.00	12,728.60	63.64	20,000.00	0.00
101-215-727.000	SUPPLIES	0.00	0.00	40.26	0.00	0.00	0.00
101-215-780.000	OFFICE EQUIPMENT	0.00	1,000.00	0.00	0.00	1,000.00	0.00
101-215-960.000	EDUCATION/SERVICES	0.00	9,500.00	4,113.00	43.29	2,500.00	0.00
101-247-702.000	SALARIES AND WAGES	0.00	2,000.00	0.00	0.00	2,000.00	0.00
101-247-910.000	PUBLICATION/PRINTING	0.00	350.00	0.00	0.00	350.00	0.00
101-247-960.000	EDUCATION/SERVICES	0.00	1,000.00	0.00	0.00	1,000.00	0.00
101-253-702.000	SALARIES AND WAGES	0.00	33,626.00	19,615.19	58.33	33,626.00	0.00
101-253-780.000	OFFICE EQUIPMENT	0.00	1,500.00	103.72	6.91	1,500.00	0.00
101-253-960.000	EDUCATION/SERVICES	0.00	3,750.00	2,705.03	72.13	750.00	0.00
101-257-702.000	SALARIES AND WAGES	0.00	35,476.00	20,236.01	57.04	35,476.00	0.00
101-257-780.000	OFFICE EQUIPMENT	0.00	1,000.00	985.56	98.56	1,000.00	0.00

BUDGET REPORT

Calculations As Of 01/31/2025

GL Number	Description	24-25 Original Budget	24-25 Amended Budget	24-25 Activity	24-25 % Budget Used	24-25 APPROVED	24-25 Requested
Fund: 101 GENERAL FUND							
Account Category: Appropriations							
101-257-960.000	EDUCATION/SERVICES	0.00	800.00	3,102.83	387.85	800.00	0.00
101-261-702.000	SALARIES AND WAGES	0.00	45,000.00	6,896.81	15.33	45,000.00	0.00
101-261-711.000	INSURANCE	0.00	22,000.00	20,348.00	92.49	25,000.00	0.00
101-261-956.000	FOOD PANTRY	0.00	7,000.00	2,988.92	42.70	7,000.00	0.00
101-262-702.000	SALARIES AND WAGES	0.00	10,500.00	9,759.48	92.95	7,500.00	0.00
101-262-727.000	SUPPLIES	0.00	4,000.00	3,850.72	96.27	4,000.00	0.00
101-262-910.000	PUBLICATION/PRINTING	0.00	1,000.00	0.00	0.00	1,000.00	0.00
101-262-958.000	MISCELLANEOUS	0.00	0.00	1,907.48	0.00	0.00	0.00
101-264-702.000	SALARIES AND WAGES	0.00	0.00	20.00	0.00	0.00	0.00
101-265-727.000	SUPPLIES	0.00	7,000.00	3,647.86	52.11	7,000.00	0.00
101-265-780.000	OFFICE EQUIPMENT	0.00	6,200.00	4,919.22	79.34	6,200.00	0.00
101-265-855.000	TELEPHONE/INTERNET/FAX	0.00	2,000.00	2,275.40	113.77	2,000.00	0.00
101-265-920.000	ELECTRIC	0.00	6,200.00	2,038.89	32.89	2,000.00	0.00
101-265-921.000	HEATING	0.00	3,500.00	924.05	26.40	3,500.00	0.00
101-265-930.000	REPAIRS AND MAINTENANCE	0.00	8,500.00	19,490.08	229.30	8,500.00	0.00
101-265-985.000	IMPROVEMENTS	0.00	30,000.00	12,684.87	42.28	30,000.00	0.00
101-272-702.000	SALARIES AND WAGES	0.00	3,000.00	1,375.00	45.83	3,000.00	0.00
101-336-920.000	ELECTRIC	0.00	0.00	154.00	0.00	0.00	0.00
101-336-921.000	HEATING	0.00	0.00	684.68	0.00	0.00	0.00
101-336-930.000	REPAIRS AND MAINTENANCE	0.00	5,000.00	0.00	0.00	5,000.00	0.00
101-336-960.000	EDUCATION/SERVICES	0.00	75,000.00	28,350.00	37.80	75,000.00	0.00
101-371-702.000	SALARIES AND WAGES	0.00	17,200.00	7,895.83	45.91	17,200.00	0.00
101-371-704.000	SALARIES AND WAGES - ADMIN	0.00	0.00	5,837.49	0.00	0.00	0.00
101-371-960.000	EDUCATION/SERVICES	0.00	18,000.00	0.00	0.00	18,000.00	0.00
101-446-925.000	HALL LOT & STREET LIGHTS	0.00	2,400.00	1,343.69	55.99	2,400.00	0.00
101-446-930.000	REPAIRS AND MAINTENANCE/BRINE	0.00	399,960.91	343,269.15	85.83	399,960.91	0.00
101-523-801.000	PROFESSIONAL SERVICES/ SPRING	0.00	60,000.00	42,837.50	71.40	60,000.00	0.00
101-567-702.000	SALARIES AND WAGES	0.00	1,500.00	337.50	22.50	1,500.00	0.00
101-567-713.000	PER DIEM	0.00	0.00	1,237.50	0.00	0.00	0.00
101-567-727.000	SUPPLIES	0.00	0.00	150.00	0.00	0.00	0.00
101-567-930.000	REPAIRS AND MAINTENANCE	0.00	5,000.00	5,717.05	114.34	5,000.00	0.00
101-567-985.000	IMPROVEMENTS	0.00	20,000.00	2,307.50	11.54	20,000.00	0.00
101-651-971.000	AMBULANCE IMPROVEMENTS	0.00	20,000.00	0.00	0.00	20,000.00	0.00
101-702-704.000	SALARIES AND WAGES - ADMIN	0.00	0.00	10,085.63	0.00	0.00	0.00
101-702-705.000	SALARIES AND WAGES - ASSISTAN	0.00	18,400.00	4,125.00	22.42	18,400.00	0.00
101-702-713.000	PER DIEM	0.00	0.00	4,860.00	0.00	0.00	0.00
101-702-850.000	TELEPHONE	0.00	750.00	423.84	56.51	750.00	0.00
101-702-910.000	PUBLICATION/PRINTING	0.00	2,400.00	3,850.00	160.42	2,400.00	0.00
101-702-960.000	EDUCATION/SERVICES	0.00	0.00	535.00	0.00	0.00	0.00
101-702-964.000	REFUNDS	0.00	0.00	(540.00)	0.00	0.00	0.00
101-751-702.000	SALARIES AND WAGES	0.00	0.00	225.00	0.00	0.00	0.00
101-751-727.000	SUPPLIES	0.00	0.00	76.85	0.00	0.00	0.00
101-751-780.000	OFFICE EQUIPMENT	0.00	0.00	9,348.30	0.00	0.00	0.00
101-751-801.000	PROFESSIONAL SERVICES	0.00	25,500.00	213.50	0.84	28,500.00	0.00
101-751-920.000	ELECTRIC/INTERNET	0.00	2,000.00	2,122.97	106.15	6,200.00	0.00
101-751-928.000	TRASH / GARBAGE	0.00	0.00	322.19	0.00	0.00	0.00
101-751-930.000	REPAIRS AND MAINTENANCE-OTHER	0.00	6,000.00	250.00	4.17	6,000.00	0.00
101-751-930.001	REPAIRS AND MAINTENANCE-HTP/C	0.00	10,000.00	3,647.97	36.48	10,000.00	0.00
101-751-989.000	EQUIPMENT/IMPROVEMENTS	0.00	56,000.00	791.83	1.41	56,000.00	0.00
Appropriations		0.00	1,191,984.91	725,041.44	60.83	1,191,984.91	0.00

BUDGET REPORT

Calculations As Of 01/31/2025

GL Number	Description	24-25 Original Budget	24-25 Amended Budget	24-25 Activity	24-25 % Budget Used	24-25 APPROVED	24-25 Requested
Fund: 101 GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL ESTIMATED REVENUES		0.00	1,594,098.28	507,901.57	31.86	1,594,098.28	0.00
TOTAL APPROPRIATIONS		0.00	1,191,984.91	725,041.44	60.83	1,191,984.91	0.00
NET OF REVENUES & APPROPRIATIONS:		0.00	402,113.37	(217,139.87)		402,113.37	0.00

BUDGET REPORT
Calculations As Of 01/31/2025

GL Number	Description	24-25 Original Budget	24-25 Amended Budget	24-25 Activity	24-25 % Budget Used	24-25 APPROVED	24-25 Requested
Fund: 204 MUNICIPAL STREETS FUND							
Account Category: Estimated Revenues							
204-000-665.000	INTEREST INCOME	0.00	0.00	2,804.72	0.00	0.00	0.00
	Estimated Revenues	0.00	0.00	2,804.72	0.00	0.00	0.00
Account Category: Appropriations							
204-000-899.000	TRANSFER OUT	0.00	0.00	339,960.91	0.00	0.00	0.00
	Appropriations	0.00	0.00	339,960.91	0.00	0.00	0.00
Fund 204 - MUNICIPAL STREETS FUND:							
TOTAL ESTIMATED REVENUES		0.00	0.00	2,804.72	0.00	0.00	0.00
TOTAL APPROPRIATIONS		0.00	0.00	339,960.91	0.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:		0.00	0.00	(337,156.19)		0.00	0.00
Report Totals:							
TOTAL ESTIMATED REVENUES - ALL FUNDS		0.00	1,594,098.28	510,706.29	32.04	1,594,098.28	0.00
TOTAL APPROPRIATIONS - ALL FUNDS		0.00	1,191,984.91	1,065,002.35	89.35	1,191,984.91	0.00
NET OF REVENUES & APPROPRIATIONS:		0.00	402,113.37	(554,296.06)		402,113.37	0.00

CHART OF ACCOUNTS REPORT

Fund: 101 GENERAL FUND

Department: 000

GL Number	Description	Department Description
101-000-001.000	WARRANT 2643	
101-000-001.100	CHECKING - METRO ACT	
101-000-001.200	CHECKING - ARPA	
101-000-001.201	CHECKING - ARPA OTHER	
101-000-001.300	CHECKING - FOOD PANTRY	
101-000-001.400	CHECKING - FUNDRAISING	
101-000-001.500	CHECKING - FCU	
101-000-001.600	CHECKING - TAX	
101-000-004.000	PETTY CASH	
101-000-017.000	MONEY MARKET 0168	
101-000-040.000	ACCOUNTS RECEIVABLE	
101-000-062.000	LEASES RECEIVABLE	
101-000-081.000	DUE FROM OTHER UNITS OF GOVERNMENT	
101-000-084.204	DUE FROM ROAD FUND	
101-000-084.401	DUE FROM CAPITAL PROJECTS FUND	
101-000-131.000	LAND & LAND IMPROVEMENT	
101-000-136.000	BUILDINGS & EQUIPMENT	
101-000-202.000	ACCOUNTS PAYABLE	
101-000-214.204	DUE TO ROAD FUND	
101-000-231.000	PAYROLL LIABILITIES	
101-000-231.500	PAYROLL LIABILITIES - FICA/MEDICARE	
101-000-296.000	VISA CREDIT CARD	
101-000-339.000	UNEARNED REVENUE	
101-000-361.000	DEFERRED INFLOW - UNAVAILABLE REVENUE	
101-000-362.000	DEFERRED INFLOW - LEASE REVENUE	
101-000-378.000	RESTRICTED FUND BALANCE - METRO ACT	
101-000-390.000	FUND BALANCE	
101-000-390.001	RETAINED EARNINGS	
101-000-402.000	REAL PROPERTY TAXES	
101-000-404.000	ROAD MILLAGE	
101-000-410.000	PERSONAL PROPERTY TAXES	
101-000-411.000	DELINQUENT PROPERTY TAXES	
101-000-425.000	SWAMP TAX	
101-000-429.000	COMMERCIAL FOREST RESERVE	
101-000-528.000	ARPA GRANT REVENUE	
101-000-550.000	TRANSFER IN	
101-000-566.000	GRANTS - COMMUNITY FOUNDATION	
101-000-569.000	OTHER STATE REVENUE	
101-000-572.000	METRO ACT	
101-000-573.000	LOCAL COMMUNITY STABILIZATION	
101-000-574.000	STATE SHARED REVENUE	
101-000-576.000	ELECTION REIMBURSEMENT	
101-000-582.000	GRANTS - CHARLEVOIX COUNTY MILEAGE	
101-000-626.000	ZONING FEES	
101-000-642.000	CEMETERY SALES	
101-000-665.000	INTEREST AND DIVIDEND INCOME	
101-000-667.000	TOWNSHIP HALL RENT	
101-000-674.000	FOOD PANTRY DONATIONS	
101-000-674.500	FUNDRAISING	
101-000-684.000	MISCELLANEOUS INCOME	
101-000-687.000	REFUND	
101-000-696.000	LCEMS - EMS LOAN	

CHART OF ACCOUNTS REPORT

GL Number	Description	Department Description
Fund: 101 GENERAL FUND		
101-000-710.000	FICA/MEDICARE	
Department: 101 TOWNSHIP BOARD		
101-101-702.000	SALARIES AND WAGES	TOWNSHIP BOARD
101-101-710.000	FICA/MEDICARE	TOWNSHIP BOARD
101-101-713.000	PER DIEM	TOWNSHIP BOARD
101-101-730.000	POSTAGE & POSTAGE METER	TOWNSHIP BOARD
101-101-802.000	ACCOUNTING AND LEGISLATIVE	TOWNSHIP BOARD
101-101-805.000	LEGAL SERVICES	TOWNSHIP BOARD
101-101-910.000	PUBLICATION/PRINTING	TOWNSHIP BOARD
101-101-911.000	WEB PAGE PUBLISHING	TOWNSHIP BOARD
101-101-960.000	EDUCATION/SERVICES	TOWNSHIP BOARD
Department: 171 SUPERVISOR		
101-171-702.000	SALARIES AND WAGES	SUPERVISOR
101-171-710.000	FICA/MEDICARE	SUPERVISOR
101-171-850.000	TELEPHONE	SUPERVISOR
101-171-960.000	EDUCATION/SERVICES	SUPERVISOR
Department: 215 CLERK		
101-215-702.000	SALARIES AND WAGES	CLERK
101-215-703.000	SALARIES AND WAGES - DEPUTY	CLERK
101-215-710.000	FICA/MEDICARE	CLERK
101-215-727.000	SUPPLIES	CLERK
101-215-780.000	OFFICE EQUIPMENT	CLERK
101-215-960.000	EDUCATION/SERVICES	CLERK
Department: 247 BOARD OF REVIEW		
101-247-702.000	SALARIES AND WAGES	BOARD OF REVIEW
101-247-710.000	FICA/MEDICARE	BOARD OF REVIEW
101-247-910.000	PUBLICATION/PRINTING	BOARD OF REVIEW
101-247-960.000	EDUCATION/SERVICES	BOARD OF REVIEW
Department: 253 TREASURER		
101-253-702.000	SALARIES AND WAGES	TREASURER
101-253-710.000	FICA/MEDICARE	TREASURER
101-253-780.000	OFFICE EQUIPMENT	TREASURER
101-253-960.000	EDUCATION/SERVICES	TREASURER
Department: 257 ASSESSOR		
101-257-702.000	SALARIES AND WAGES	ASSESSOR
101-257-710.000	FICA/MEDICARE	ASSESSOR
101-257-780.000	OFFICE EQUIPMENT	ASSESSOR
101-257-960.000	EDUCATION/SERVICES	ASSESSOR
Department: 261 GENERAL GOVERNMENT		
101-261-702.000	SALARIES AND WAGES	GENERAL GOVERNMENT
101-261-710.000	FICA/MEDICARE	GENERAL GOVERNMENT
101-261-711.000	INSURANCE	GENERAL GOVERNMENT
101-261-955.000	RECONCILIATION DISCREPANCIES	GENERAL GOVERNMENT
101-261-956.000	FOOD PANTRY	GENERAL GOVERNMENT
Department: 262 ELECTIONS		
101-262-702.000	SALARIES AND WAGES	ELECTIONS
101-262-710.000	FICA/MEDICARE	ELECTIONS
101-262-727.000	SUPPLIES	ELECTIONS
101-262-910.000	PUBLICATION/PRINTING	ELECTIONS
101-262-958.000	MISCELLANEOUS	ELECTIONS
Department: 265 TOWNSHIP HALL		

CHART OF ACCOUNTS REPORT

GL Number	Description	Department Description
Fund: 101 GENERAL FUND		
101-265-710.000	FICA/MEDICARE	TOWNSHIP HALL
101-265-727.000	SUPPLIES	TOWNSHIP HALL
101-265-780.000	OFFICE EQUIPMENT	TOWNSHIP HALL
101-265-855.000	TELEPHONE/INTERNET/FAX	TOWNSHIP HALL
101-265-920.000	ELECTRIC	TOWNSHIP HALL
101-265-921.000	HEATING	TOWNSHIP HALL
101-265-930.000	REPAIRS AND MAINTENANCE	TOWNSHIP HALL
101-265-985.000	IMPROVEMENTS	TOWNSHIP HALL
Department: 272 HALL MAINTENANCE		
101-272-702.000	SALARIES AND WAGES	HALL MAINTENANCE
101-272-710.000	FICA/MEDICARE	HALL MAINTENANCE
Department: 336 FIRE DEPARTMENT		
101-336-780.000	OFFICE EQUIPMENT	FIRE DEPARTMENT
101-336-920.000	ELECTRIC	FIRE DEPARTMENT
101-336-921.000	HEATING	FIRE DEPARTMENT
101-336-930.000	REPAIRS AND MAINTENANCE	FIRE DEPARTMENT
101-336-960.000	EDUCATION/SERVICES	FIRE DEPARTMENT
Department: 371 PC/ZBA		
101-371-702.000	SALARIES AND WAGES	PC/ZBA
101-371-704.000	SALARIES AND WAGES - ADMIN	PC/ZBA
101-371-710.000	FICA/MEDICARE	PC/ZBA
101-371-960.000	EDUCATION/SERVICES	PC/ZBA
Department: 446 ROADS		
101-446-710.000	FICA/MEDICARE	ROADS
101-446-925.000	HALL LOT & STREET LIGHTS	ROADS
101-446-930.000	REPAIRS AND MAINTENANCE/BRINE	ROADS
101-446-975.000	ROADS	ROADS
Department: 523 SPRING CLEANING		
101-523-801.000	PROFESSIONAL SERVICES/ SPRING CLEANUP	SPRING CLEANING
Department: 567 CEMETERY		
101-567-702.000	SALARIES AND WAGES	CEMETERY
101-567-710.000	FICA/MEDICARE	CEMETERY
101-567-713.000	PER DIEM	CEMETERY
101-567-727.000	SUPPLIES	CEMETERY
101-567-930.000	REPAIRS AND MAINTENANCE	CEMETERY
101-567-985.000	IMPROVEMENTS	CEMETERY
Department: 651 AMBULANCE		
101-651-971.000	AMBULANCE IMPROVEMENTS	AMBULANCE
Department: 702 ZONING		
101-702-704.000	SALARIES AND WAGES - ADMIN	ZONING
101-702-705.000	SALARIES AND WAGES - ASSISTANT	ZONING
101-702-713.000	PER DIEM	ZONING
101-702-850.000	TELEPHONE	ZONING
101-702-910.000	PUBLICATION/PRINTING	ZONING
101-702-960.000	EDUCATION/SERVICES	ZONING
101-702-964.000	REFUNDS	ZONING
Department: 751 PARKS AND RECREATION		
101-751-702.000	SALARIES AND WAGES	PARKS AND RECREATION
101-751-710.000	FICA/MEDICARE	PARKS AND RECREATION
101-751-727.000	SUPPLIES	PARKS AND RECREATION
101-751-780.000	OFFICE EQUIPMENT	PARKS AND RECREATION

CHART OF ACCOUNTS REPORT

GL Number	Description	Department Description
Fund: 101 GENERAL FUND		
101-751-801.000	PROFESSIONAL SERVICES	PARKS AND RECREATION
101-751-920.000	ELECTRIC/INTERNET	PARKS AND RECREATION
101-751-928.000	TRASH / GARBAGE	PARKS AND RECREATION
101-751-930.000	REPAIRS AND MAINTENANCE-OTHER	PARKS AND RECREATION
101-751-930.001	REPAIRS AND MAINTENANCE-HTP/CSG	PARKS AND RECREATION
101-751-989.000	EQUIPMENT/IMPROVEMENTS	PARKS AND RECREATION
Department: 906 DEBT SERVICE		
101-906-991.000	DEBT SERVICE - PRINCIPAL	DEBT SERVICE
101-906-994.000	DEBT SERVICE - INTEREST	DEBT SERVICE

CHART OF ACCOUNTS REPORT

GL Number	Description	Department Description
Fund: 204 MUNICIPAL STREETS FUND		
Department: 000		
204-000-001.000	CHECKING	
204-000-084.101	DUE FROM GENERAL FUND	
204-000-390.000	FUND BALANCE	
204-000-390.001	RETAINED EARNINGS	
204-000-402.000	REAL PROPERTY TAXES	
204-000-404.000	ROAD MILLAGE	
204-000-665.000	INTEREST INCOME	
204-000-899.000	TRANSFER OUT	
Department: 446 ROADS		
204-446-975.000	ROADS	ROADS

CHECK REGISTER REPORT

Check Date	Bank	Check	Module	Vendor	Vendor Name	Amount	
Bank 00002 WARRANTS							
01/13/2025	00002	14881	HRMS	0001	Alisa G Abiney	2,507.77	
01/13/2025	00002	14882	HRMS	0003	Kristin L Baranski	2,997.10	
01/13/2025	00002	14883	HRMS	0009	Julie M Collard	2,555.92	
01/13/2025	00002	14884	HRMS	00000100	WILLIAM CONKLIN	2,331.00	
01/13/2025	00002	14885	HRMS	0010	Carey L Cuddeback	79.28	
01/13/2025	00002	14886	HRMS	0012	Matthew B. Cunningham	430.22	
01/13/2025	00002	14887	HRMS	00000101	ALEXANDER CURLEY	166.23	
01/13/2025	00002	14888	HRMS	0017	Roy W Griffitts	129.29	
01/13/2025	00002	14889	HRMS	0018	April Hilton	3,862.75	
01/13/2025	00002	14890	HRMS	0044	Randy Johnson	154.17	
01/13/2025	00002	14891	HRMS	0026	Douglas Kuebler	450.76	
01/13/2025	00002	14892	HRMS	0028	Claire T Martin	79.28	
01/13/2025	00002	14893	HRMS	0036	Rodney Slocum	79.28	
01/13/2025	00002	14894	HRMS	0037	Mark Snyder	79.28	
01/13/2025	00002	14895	HRMS	0038	Ronald J Van Zee	1,796.98	
01/13/2025	00002	14896	HRMS	0039	JANICE A VEDDER WHIPPLE	123.34	
01/13/2025	00002	14897	AP	0005	AIMEE GIBBERT	150.00	V
01/13/2025	00002	14898	AP	0021	BS & A SOFTWARE	14,175.00	V
01/13/2025	00002	14899	AP	0032	CHARLEVOIX COUNTY TREASURER	1,465.57	V
01/13/2025	00002	14900	AP	0038	COMMON ANGLE	155.00	V
01/13/2025	00002	14901	AP	0050	DTE	556.09	V
01/13/2025	00002	14902	AP	0057	GANNETT HOLDINGS LLC OHIO	73.53	V
01/13/2025	00002	14903	AP	0059	GFL ENVIRONMENTAL	283.86	V
01/13/2025	00002	14904	AP	000000017	GREAT LAKES ENERGY	585.60	V
01/13/2025	00002	14905	AP	0080	JULIE COLLARD	256.67	V
01/13/2025	00002	14906	AP	0102	MITCHELL GRAPHICS	484.00	V
01/13/2025	00002	14907	AP	0115	PARKER HARVEY LAW	3,738.00	V
01/13/2025	00002	14908	AP	0126	QUILL CORPORATION	3,836.40	V
01/13/2025	00002	14909	AP	0137	SPECTRUM BUSINESS (CHARTER)	78.92	V
01/13/2025	00002	14910	AP	000000017	US BANK	350.54	V
01/13/2025	00002	14911	AP	0151	VISA - CHARLEVOIX STATE BAN	2,580.24	V
01/13/2025	00002	14912	AP	0005	AIMEE GIBBERT	150.00	
01/13/2025	00002	14913	AP	0021	BS & A SOFTWARE	14,175.00	ARPA
01/13/2025	00002	14914	AP	0032	CHARLEVOIX COUNTY TREASURER	1,465.57	
01/13/2025	00002	14915	AP	0038	COMMON ANGLE	155.00	
01/13/2025	00002	14916	AP	0050	DTE	556.09	
01/13/2025	00002	14917	AP	0057	GANNETT HOLDINGS LLC OHIO	73.53	
01/13/2025	00002	14918	AP	0059	GFL ENVIRONMENTAL	283.86	
01/13/2025	00002	14919	AP	000000017	GREAT LAKES ENERGY	585.60	
01/13/2025	00002	14920	AP	0080	JULIE COLLARD	256.67	
01/13/2025	00002	14921	AP	0102	MITCHELL GRAPHICS	484.00	
01/13/2025	00002	14922	AP	0115	PARKER HARVEY LAW	3,738.00	
01/13/2025	00002	14923	AP	0126	QUILL CORPORATION	3,836.40	
01/13/2025	00002	14924	AP	0137	SPECTRUM BUSINESS (CHARTER)	78.92	
01/13/2025	00002	14925	AP	000000017	US BANK	350.54	
01/13/2025	00002	14926	AP	0151	VISA - CHARLEVOIX STATE BAN	2,580.24	

VOIDED-MISPRINT

Total of 46 Checks:	75,361.49
Less 15 Void Checks:	28,769.42
Total of 31 Disbursements:	46,592.07
State of Michigan	772.23
IRS	4478.76
	$ 51,843.06

SUPERVISOR'S REPORT – William M. Conklin January 13, 2025

Townships are supposed to be comprised of individuals who have specialized skill in the office in which they have been elected or employed. Trustees are supposed to be comprised of individuals who hold those elected and employed persons accountable for the skill or lack of skill in their respective office.

1. The Clerk has the obligation to submit "Budget to Actual" statements along with the Financial Statement, also called Budget Reports, as recommended by our Auditor Gabridge & Co in the Annual Financial Report – year ended June, 2023 and requested in December, 2024.

2. The Audit [year ending June, 2024] has not been started, although it was due on 12/31/2024. See Notices filed and responses from the Dept of Treasury.

3. I am urging the Board to initiate some policy or some active supervision so the Clerk and the Treasurer actively engage in accounting training. I do not think the Township should pay any sums of money for an outside firm [Maner Costerisan] to undertake bookkeeping duties and prepare reports for the Auditor. I have asked for an extensive analysis of their work on behalf of Hayes Township.

4. How much money will be required annually for BS&A, after the initial (approx.) $50,000.00+ has been paid. The Clerk and the Treasurer will still need to know accounting procedures to implement BS&A properly and thoroughly.

5. Although the Board has been aware since last June that the Fire Protection services to Hayes Township will almost triple in the new ficscal year, beginning July, 1, 2025, I only recently learned of this fact. I am asking that the Board offer some ideas in writing on how to address this significant increase. I will commence Budget meetings by March 1, 2025.

6. I believe that the Board should consider drafting and implementing an employment policy, including duties and responsibilities of anybody supervising employees, whether called a liaison or a supervising Board member. Currently, the liaison is and has been in violation of the Township Policy, to wit:

   <u>Personnel Administration</u>

   5.2 Board of Trustees Duties:

   9\. Develop and implement a standard employee evaluation form for use by the Township Board in periodically evaluating the performance of employees.

   5.21 Personnel Files

   2\. Performance evaluations.

Hayes TOWNSHIP

9195 Major Douglas Sloan Road
Charlevoix, MI 49720
(231)547-6961/Fax: (231)237-0046

Supervisor-Ron VanZee

Clerk-Kristin Baranski
Treasurer-Julie Collard

Trustee-Matt Cunningham
Trustee-Doug Kuebler

January 8, 2024

Community Engagement and Finance Division
Department of Treasury
P.O. Box 30728
Lansing, Michigan 48909-8228

Re: Corrective Action Plan – Fiscal Year 2023 Audit Findings
Hayes Township
Charlevoix, Michigan
Municipality Code: 151070
Report ID Number: 152334

Dear Community Engagement and Finance Division,

I am writing in response to your letter dated January 3, 2024, regarding the audit findings for our municipality's fiscal year ended June 30, 2023. We appreciate the thorough review conducted by your division, and we are committed to addressing the identified deficiencies promptly and effectively.

Budget Variances:

Issue: Actual expenditures exceeded the amounts authorized in the budget.

Corrective Action: We acknowledge the budget variances and have implemented the following corrective actions:

- Strengthening internal controls to monitor and control expenditures more effectively.
- Upgrading accounting software to BS&A for improved reporting and monitoring.

Expenditures in Excess of Appropriations

The Township will do quarterly budget amendments, using reliable financial statements (generated from BS&A, rather than off-the-shelf accounting software), and more as needed to ensure that the expenditures are not in excess of the final budget.

Implementation Date: June 30, 2024.

<u>**Untimely Bank Reconciliations:**</u>

Issue: Bank reconciliations were not performed timely.
Corrective Action: We acknowledge the delay and have taken the following corrective actions:

Management staff will improve processes in order to ensure that all bank accounts of the Township are reconciled and independently reviewed in a timely manner. The Township is in the process of upgrading its accounting software to BS&A which will: 1) reduce the number of bank accounts by allowing for pooled checking accounts, 2) provide system generated reconciliation reports, and 3) reduce the administrative burden of cash reconciliation, bank transfers, and journal entries at the Township.

Supporting Documentation: The Township has posted all adjusting journal entries proposed by the independent auditor, and, is reconciling cash from July 2023 through December 31, 2023. Bank statements and reconciliations will be provided to Treasury upon completion.

Implementation Date: February 29, 2024.

We are committed to transparency, accountability, and continuous improvement. Thank you for your guidance, and we look forward to demonstrating our commitment to addressing these issues in a timely and effective manner.

If you have any further questions or require additional information, please feel free to contact us at [Your Contact Information].

Sincerely,

Julie Collard

Julie Collard
Hayes Township Treasurer
Township of Hayes, Charlevoix County

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

January 03, 2025

Auditing Procedures Report:
Notice of Delinquency
Fiscal Year: 6/2024
Municipality Code: 151070

Sent Via Email
Hayes Township

Dear Governing Body:

Public Act 2 of 1968, the Uniform Budgeting and Accounting Act, section 5, requires all local units of government with a population of 4,000 or more to file an annual audit of its financial records. In some cases, those with less than 4,000 in population are required to file no less than biennially. Section 7 of the Act requires that a unit of local government file within six months of its fiscal year end.

Department of Treasury records indicate that we have not received the above referenced audit. Public Act 2 authorizes the Department to conduct the audit at the expense of the local unit or, under Public Act 140 of 1971, the Glenn Steil Revenue Sharing Act of 1971, the Department may withhold revenue sharing payments if revenue sharing is received. To avoid either of these actions, your certified public accountant must submit the audit within 30 days from the date of this letter electronically by logging into the department's online filing website at: https://treas-secure.state.mi.us/LAFDeform/TL41W71.aspx. You must request local unit user access if one does not already exist.

A complete audit should include the following:

- Auditing Procedures Report (Form 496, an online form)
- Audit Report
- Single Audit, if applicable
- Report of Deficiencies or Findings

If you have any questions, contact the audit review staff at (517) 335-7469 or email questions to LAFD_Audits@michigan.gov.

Sincerely,

Cary Jay Vaughn, CPA, CGFM, Audit Manager
Local Audit and Finance Division

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

December 26, 2024

Annual Financial Report (F-65):
Approval of Extension Request
Fiscal Year: 6/2024
Municipality Code: 151070

Sent Via Email
Hayes Township

Dear Governing Body:

This is in response to the Hayes Township's request for an extension to file the Annual Local Unit Fiscal Report (F-65). The request for an extension is approved. Therefore, the Township's F-65 report will be due not later than 2/3/2025 12:00:00 AM.

Please file your F-65 by logging into the department's online filing website at: https://treas-secure.state.mi.us/LAFDeform/TL41W71.aspx. You must request local unit user access if one does not already exist. Instructions on how to complete the form will be available once logged in.

If you have any questions, contact the audit review staff at (517) 335-7469 or email questions to LAFD_Audits@michigan.gov.

Sincerely,

Cary Jay Vaughn, CPA, CGFM, Audit Manager
Local Audit and Finance Division

HAYES TOWNSHIP BOARD OF TRUSTEES MEETING

Meeting Date:	January 13th, 2025	**Location:**	Hayes Township Hall

Name	Would you like to be called on to speak during public comment?		
Jim McMahon	YES	NO	
Diane McMahon	YES	NO	
Roy Griffiths	YES	NO	maybe
Kathy Simon	YES	NO	
[illegible]	YES 227	NO	
[illegible]	YES	NO	maybe
[illegible]	YES	NO	
Roy Cunningham	YES	NO	
Kyra Allen	YES	NO	
LuAnne Kozma	YES ?	NO	
Stan Boris	YES	NO	
Ellis [illegible]	YES (?)	NO	
Regina Crandell	YES	NO	
Steve Crandell	YES	NO	
CT Martin	YES	NO	
[illegible]	YES	NO	
Mark Snyder	YES	NO	
Sherry Baker McCary	YES	NO	
Gerry [illegible]	YES	NO	