



## **REGULAR BOARD MEETING**

February 13, 2024 at 7:00 PM

Madison Township Hall – 3804 South Adrian Hwy.

### **AGENDA**

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MEETING HELD IN PERSON AND ELECTRONICALLY THROUGH ZOOM

**CALL TO ORDER (Cell Phone Reminder - Silent Prayer – Pledge)**

**ROLL CALL**

**APPROVAL OF MINUTES**

- [1.](#) Board Meeting Minutes

**AMENDMENTS TO THE AGENDA**

**PETITIONS & COMMUNICATIONS**

**INTRODUCTION OF SPECIAL GUESTS OR PRESENTATION**

- [1.](#) Tetra Tech Engineer Brian Rubel

**LIMITED PUBLIC COMMENT (any agenda item – 3 minutes)**

**DEPARTMENT HEAD COMMUNICATIONS**

**APPROVAL OF CONSENT AGENDA (Roll Call Vote)**

1. Treasurer's Report
2. Presentation of Bills
- [3.](#) Police Department Report
- [4.](#) Fire Report
- [5.](#) Building Official's Report
- [6.](#) Electrical Inspector's Report
- [7.](#) Mechanical Inspector's Report
- [8.](#) Plumbing Inspector's Report

[9.](#) DPW Report

10. Legal

**COMMITTEE MEETING MINUTES**

[1.](#) Finance Committee Meeting 01/26/2024

**OLD BUSINESS / UNFINISHED BUSINESS**

**NEW BUSINESS**

**ELECTED OFFICIAL COMMENT (any topic – 2 minutes)**

[1.](#) Shared Building Official Agreement Adrian Township

**PUBLIC COMMENT (any topic – 3 minutes)**

**ANNOUNCEMENTS**

**ADJOURNMENT / RECESS**

Minutes from this meeting will be available ten (10) days after said meeting at the Madison Township Hall



# CHARTER TOWNSHIP OF MADISON

Gary Griewahn  
*Supervisor*  
Janet Moden  
*Clerk*  
Harold Gregg  
*Treasurer*

3804 S. ADRIAN HIGHWAY  
ADRIAN, MI 49221  
517-263-9313 Fax: 517-263-4569

**TRUSTEES**  
Howard Bales  
Matt Carpenter  
Ralph Benschoter  
Chad Rodgers

Madison Township Board Meeting  
Held in Person and Electronically (Zoom)  
Minutes of January 9, 2024

7:00 p.m. Board Meeting called to order, with a silent prayer, and pledge to the flag said by all.

**ROLL CALL:**

Present in person: Griewahn, Gregg, Moden, Benschoter, Carpenter, and Bales. Absent Rodgers.

**APPROVAL OF BOARD MTG MINUTES 12/12/23:**

Motion by Bales, supported by Benschoter to dispense reading and approve the monthly Board meeting minutes as written for 12/12/2023. Motion was carried 6-0.

**AMENDMENTS TO THE AGENDA:** Motion by Carpenter, supported by Bales to add to New Business the 2024 Budgeting issues. Motion carried 6-0.

**PETITIONS & COMMUNICATIONS:** None

**INTRODUCTION OF SPECIAL GUESTS:** Representative from Eden East LLC. spoke and said that the issue he had, was resolved before the meeting.

**LIMITED PUBLIC COMMENT ON AGENDA ITEMS:** None

**3-MINUTE DEPT. HEAD UPDATES:**

**Fire:** Over 3000 fire department calls, including EMS were run in 2023. There were 919 hours of training completed by the department in 2023 also. There will be new minimum State regulations in 2024 on training.

**Police:** Chief Shadbolt stated that they had over 3000 calls in their department in 2023. He had been working with David Gentner on training and that there had been many illnesses in the Department. Chief Shadbolt then introduced a new hire police officer, James Bailey and he also officially handed David Gentner his new Police Chief badge as his replacement on 1/12/24. Griewahn also thanked Mike Shadbolt for his years of service to the township and hoping for a long retirement.



## **CHARTER TOWNSHIP OF MADISON**

**Water/Sewer:** Reported by Watterson that the well is now drilled, and pump testing is being done. Currently the Financial Advisor is waiting for a meeting with all the project parties and financial committee. No pump has been installed yet there is only a casing in the ground. The meeting with the City has not been scheduled yet on the sewer issue yet due to the holidays.

**Inspection:** Rincon had a family medical emergency and was unable to attend.

**Legal:** Castleberry announced that he has taken on the City of Adrian as a client temporary, but that if there is a legal dispute with the City that he is our attorney first. No update on Walmart.

**APPROVAL OF CONSENT AGENDA:** Motion by Bales, supported by Benschoter to approve the consent agenda. Roll call vote: Griewahn, Yes; Gregg, Yes; Moden, Yes; Benschoter, Yes, Carpenter, Yes; and Bales, Yes. Motion carried 6-0.

### **Personnel Committee Minutes 12-20-23:**

Benschoter read the minutes of the meeting, and made a motion to approve the minutes, supported by Carpenter. Approved 6-0

### **Planning Commission Minutes 12/21/23:**

Benschoter read the minutes of the meeting, and made a motion to approve the minutes, supported by Bales. Approved 6-0

### **OLD BUSINESS/UNFINISHED BUSINESS:**

#### **David Gentner – Police Chief Employment Contract:**

Clerk Moden stated that the contract that had been submitted contained language in it that should have been deleted with respect to using Arbitration is he would be let go. The language for a salaried employee should be the same as the previous Chief and the other salaried dept. heads. It was stated that the language in Shadbolt's employment contract in Section 3 should be the same in Gentner's contract in Section 20. Motion by Moden, supported by Gregg to make these changes to the contract. Motion carried 6-0

### **NEW BUSINESS:**

#### **Land Split – 2640 E. Beecher - Carl Walworth:**

Building official, David Rincon recommended the board approve the land split for this address creating a new parcel of 1.126 acres from the original 2.707 acres, with all parcels meeting the



## **CHARTER TOWNSHIP OF MADISON**

road frontage requirements. Motion by Bales, supported by Griewahn to approve. Motion carried 6-0.

### **Land Split - 1178 W. Gorman Rd. – Keith Truckor:**

Building official, David Rincon recommended the board approve the land split for this address creating a new parcel of 2.26 acres from the original 37.71 acres, with all parcels meeting the road frontage requirements. Motion by Bales, supported by Carpenter to approve. Motion carried 6-0.

### **BS&A Cloud Software Upgrade:**

It was discussed that BS&A, our current accounting, building permitting and cemetery mgt system has suggested that we switch to their new cloud-based storage system for all of our storage of data, as in the future they will no longer support our information that is not in their cloud. Currently it is backed up on our servers which are currently at capacity and needs to be replaced. This change will take anywhere from 6 months to a year to complete. The costs to get this cloud storage will go up the longer we wait to do the move. If we wait until we are forced to move to the cloud because of them no longer supporting our current system, it will cost a lot more. Discussion then was turned to how we would pay for it, the ARPA funds would be one way, another way would be to take it from the departments that would benefit the most from the switch, such as building and water/sewer and general fund. At this point Carpenter made a motion supported by Gregg, that we table the discussion and send it back to the Finance Committee to study and make a recommendation to the board. Motion carried 6-0

### **Fire Gear:**

Fire Chief Willson explained that the Fire Dept has a rotational list of expiring turnout gear for the firefighters. He explained that the gear expires every ten years and must be replaced. He is asking to purchase seven sets of gear at a quote of \$25,000. He is looking to take it out of the apparatus fund but is also trying to see if there is any grant money available to help with the cost of the replacement. Motion by Gregg, supported by Moden that Chief Wilson is authorized to purchase the seven sets of turnout gear at a cost not to exceed \$25,000. Roll Call Vote: Griewahn, Yes; Gregg, Yes; Moden, Yes; Benschoter, Yes; Carpenter, Yes; and Bales, Yes. Motion carried 6-0.

### **Ordinance Prosecution Agreement:**

Chief Shadbolt explained to the board that he has approached our attorney, Castleberry about the issues that he has had with the Lenawee County Prosecutor's office and the lack of cooperation in getting timely resolution for our ordinance prosecution. This has been costing the township money for lack of cooperation, and he is requesting that we terminate our agreement with the County, and do our prosecution locally through our attorney. Castleberry would bill the township separately for any cases that he would act as prosecutor for us, so as to be able to



## CHARTER TOWNSHIP OF MADISON

follow the costs incurred at the end of the year. Motion by Bales, supported by Carpenter to authorize Griewahn to send a letter of notice of termination to the County within 30 days, and to contract with Castleberry to prosecute our ordinances effective immediately. Roll Call Vote: Griewahn, Yes; Gregg, Yes; Moden, Yes; Benschoter, Yes; Carpenter, Yes; and Bales, Yes. Motion carried 6-0.

### Record Management with Clemis:

Chief Shadbolt explained that we needed to renew our agreement with CLEMIS for the police department information system. Motion by Bales, supported by Gregg to authorize Griewahn to sign the renewal agreement for the Police department to use the CLEMIS program. Roll Call Vote: Griewahn, Yes; Gregg, Yes; Moden, Yes; Benschoter, Yes; Carpenter, Yes; and Bales, Yes. Motion carried 6-0.

### ELECTED OFFICIALS' COMMENTS:

**Carpenter/Gregg:** Expressed the need to look at the budget and see if there are areas that cuts could be made. Benschoter suggested that it should be the whole board, Gregg suggested that the finance committee review it first and that everyone look at the Dec. Financial report to see if there are areas that can be cut.

**Moden:** Information and explanation of how early voting will take place for the upcoming presidential primary election.

**AUDIENCE COMMENTS:** A representative of Eden East LLC. again thanked the board for their support and interest in working with their company and their success.

**ANNOUNCEMENTS:** None

**ADJOURNMENT/RECESS:** Motion by Benschoter, seconded by Gregg, to adjourn the meeting. Motion carried 6-Yes; 0-No. Meeting adjourned at 8:14 p.m.

Typed and Submitted by:

Janet Moden  
Township Clerk



TETRA TECH

February 6, 2024

Mr. Tim Watterson  
DPW Supervisor  
Madison Township  
3804 S. Adrian Highway  
Adrian, MI 49221

**Re: Water and Sewer Rate Study  
Proposal for Professional Engineering Services**

Dear Mr. Watterson:

In response to your request Tetra Tech (Tt) is pleased to offer this proposal to prepare a Water and Sewer Rate Study for Madison Township.

Tt prepared a Water and Sewer Rate Study for the Township in June 2017. That study projected rates for five (5) years which has passed.

We assume that the methodology used in that rate study will remain the same, but the data will be revised to reflect current budgets and user data. Therefore, the Water and Sewer Rate Study will be an update of the June 2017 Water and Sewer Rate Study.

This update would continue the approach to bill the prison a sewer usage rate equal to the sewer usage rate calculated for Township users. However, in addition to this approach the Township would like Tt to investigate establishing a separate sewer rate for the prison (Central Lenawee system) based on a new approach tied to the cost of service to provide sewer service to the prison (Central Lenawee system).

The resulting linked Excel spreadsheets will show the total impact of the new water and sewer rates on Township customers.

**BACKGROUND**

Water and sewer rates should be based on mathematical formulas designed as follows:

- They must raise funds sufficient to meet the water and sewer infrastructure revenue requirements.
- They must comply with the intent of the December 1998 Michigan Supreme Court decision in the case of *Bolt v. City of Lansing*. To comply with the intent of the “*Bolt*” decision, they must be calculated using a “**cost of service**” method to be considered valid.
- In the event that the City chooses in the future to pursue a water and/or sewer State of Michigan **low interest loan**, it will be required to develop rates that meet the State’s regulations for obtaining such loans.

Tetra Tech

1136 Oak Valley Drive, Ann Arbor, MI 48108

Tel 734.665.6000 Fax 734.213.3003 www.tetrattech.com



## SCOPE OF SERVICES

### 1. Kick-off Meeting (Meeting Number One)

Tt staff will meet with Madison Township staff to review the data that Madison Township will provide to Tt to complete the Water and Sewer Rate Study. Tt requests that this data be sent to us electronically in Excel format whenever possible. During the data gathering process Tt will communicate with Township staff to review the status of the data collection process and answer any of the Township's questions related to the data being requested by Tt.

#### Water Rate Study Data

We will review the data that will be required to update the following tables from the June 2017 Water Rate Study:

- Table W1: Current and Projected Madison and Fairfield Township Water Rates
- Table W2: Madison Township Water Meters
- Table W3: Fairfield Township Water Sales Data
- Table W4: Madison Township Water Revenue Breakdown by User Class and Fee

#### Sewer Rate Study Data

We will review the data that will be required to update the following tables from the June 2017 Sewer Rate Study:

- Table S1: Current and Projected Madison Township Sewer Rates and Prison Sewer Rate
- Table S2: Madison Township Sewer Meter and Flat Rate Accounts
- Table S3: Madison Township Expenses and Revenues for Prison
- Table S4: Madison Township Sewer Revenue Breakdown by User Class and Fee

The data we will require for the Water and Sewer Rate Study will be as listed below:

- Audited water and sewer operation and maintenance (O&M) and capital budgets for the last two fiscal years.
- Dedicated water and sewer reserve fund cash balances (sometimes expressed as “cash and equivalents,” “cash reserves,” or “working capital”) as of the end of the fiscal year for the last five fiscal years. Provide these balances for each dedicated reserve fund. Please include cash reserves for any bond issues that require the development and maintenance of a dedicated reserve per the bond covenant.
- Bond principal and interest repayment schedules for all outstanding bonds that are repaid in whole or in part from water and sewer rates or from property taxes. Include bond covenant reserve requirement wording, if any.
- Audited water and sewer system revenues for the last two fiscal years.
- Projected water and sewer O&M budgets (or anticipated percentage changes) for the next three fiscal years.
- Projected water and sewer capital improvement budgets (i.e., capital improvement plan) for the next three fiscal years.
- Proposed water and sewer bonds, if any.
- Current water and sewer system capital and/or operating millages, if any.





- Offsetting revenues to the water and sewer enterprise funds from sources other than rates, such as property taxes.
- Total number of inside and outside-Township water/sewer accounts, sorted by water meter size.
- Total number of inside and outside-Township “water only, irrigation” accounts.
- Number of flat rate sewer customers.
- Projected annual new water and sewer customer growth, by water meter size, for each year for the next three fiscal years.
- Projected billable water and sewer flow for each year for the next three fiscal years. Include any projected major increases or decreases due to large customers joining or leaving the system.
- Inside and outside-Township water and sewer customer total billable flow for the most recent 24-month period.
- Copies of all water and sewer service agreements, including rates, not already provided to Tt in the past.
- Copies of:
  - A typical residential customer water and sewer bill.
  - A typical commercial customer water and sewer bill.
  - A typical institutional customer water and sewer bill (High School, for example).
  - The bill for the Township’s largest water and sewer customer.

## **2. Data Review and Clarification**

Tt will review the data provided under Task 1 and request additional data and clarification from Township staff as needed. Tt will not proceed to Task 3 until all requested data has been provided.

## **3. Prepare Draft Water and Sewer Rate Study**

Once all of the necessary data has been supplied as given in Tasks 1 and 2, Tt will prepare a draft of the Water and Sewer Rate Study. Tt will include a comparison of the current and proposed typical residential water, sewer and total bills in Madison Township to the current bills in:

- Adrian
- Ann Arbor
- Battle Creek
- Brooklyn
- Chelsea
- Dexter
- Fairfield Township
- Jackson
- Lansing
- Saline

## **4. Review Draft Water and Sewer Rate Study with Township Staff (Meeting Number Two)**

We will send the draft Water and Sewer Rate Study to Township staff for their review and we will meet with Township staff to review their comments, questions and suggested revisions. Comments will be discussed to address them in the final Water and Sewer Rate Study.



### **5. Prepare Final Water and Sewer Rate Study**

Tt will prepare the final Water and Sewer Rate Study which will address the draft Water and Sewer Rate Study comments given to us by Township staff.

### **6. Review Final Water and Sewer Rate Study with Township Staff (Meeting Number Three)**

We will send the final Water and Sewer Rate Study to Township staff for their review and we will meet with Township staff to review their comments, questions and suggested revisions.

### **7. Presentation of Final Water and Sewer Rate Study to Township Board of Trustees (Meeting Number Four)**

We will give a presentation of the final Water and Sewer Rate Study to the Township Board of Trustees using a PowerPoint presentation and the actual Excel-based rates.

### **ITEMS NOT INCLUDED IN THIS PROPOSAL**

- As a result of *Bolt*, all user fees in Michigan now face a stricter legal test. Our scope of work does not include any legal opinions. Our work is limited to the necessary accounting and engineering work associated with setting water and sewer rates.
- Training in the use of the water and sewer rate table Excel files.
- Review and/or revision of the Township's new customer water and sewer tap fees (system development charges).
- Additional meetings or presentations beyond the four meetings described above.
- Additional versions of the water and sewer rate tables other than the two described above (i.e., draft and final).
- Comparison of the Township's water and sewer rates to those in effect in other communities beyond those communities listed above.

### **SCHEDULE**

The following approximate schedule (all in 2024) is anticipated:

- February: Township authorizes Tt to proceed
- March: Kickoff meeting (remote)
- April: Tt receives all necessary financial and user data
- May: Draft Water and Sewer Rate Study reviewed in meeting with Township staff
- June: Final Water and Sewer Rate Study delivered and reviewed in meeting with Township staff
- July: Final Water and Sewer Rate Study presented to Township Board of Trustees

### **COMPENSATION**

We propose a lump sum of \$24,900 for the scope of work included in this proposal.



We appreciate this opportunity to be of continued service to Madison Township, and look forward to helping you achieve your goals. Please contact me at (734) 213-4081 if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads 'Brian M. Rubel'.

Brian M. Rubel, P.E.  
Sr. Vice President

Copy: Vic Cooperwasser, P.E., Senior Project Manager

**PROPOSAL ACCEPTED BY** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# Tetra Tech of Michigan, PC

## Engineering Services Standard Terms & Conditions

Item 1.

**Services** Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or procedures for its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



**Madison Police Department Call for Service Statistics**  
**Month: January 2024**

Police Calls for Service	Jan. 2024	YTD	Jan. 2023	YTD
<b>Total Calls for Service</b>	<b>134</b>	<b>134</b>	<b>212</b>	<b>212</b>
<b>Criminal Incidents</b>	<b>Jan. 2024</b>	<b>2024</b>	<b>Jan. 2023</b>	<b>Jan. 2023</b>
Assaults / Domestic	2	2	8	8
Fraud / Forgery	2	2	1	1
Burglary / Thefts	1	1	5	5
Retail Frauds	8	8	5	5
Disorderly Conduct	9	9	4	4
Malicious Destruction of Property	0	0	1	1
Traffic Offense / OWI / DWLS	0	0	7	7
<b>Total Incidents:</b>	<b>22</b>	<b>22</b>	<b>32</b>	<b>32</b>

Non-Criminal Incidents	Jan. 2024	YTD	Jan. 2023	YTD
Traffic Stops	61	61	61	61
Citations	23	23	28	28
Traffic Crashes	15	15	18	18
Private Property Crashes	3	3	4	4
Alarms	6	6	3	3
Suspicious Activity	15	15	16	16
Personal Welfare Checks	10	10	12	12
Juvenile Complaints	3	3	5	5
Citizen Assists	8	8	4	4
Assist Other Agencies – Police / Fire	12	12	11	11
Ordinance Complaints	2	2	3	3
Liquor Inspections	0	0	0	0
Vacation / Home Checks	10	10	0	0
Miscellaneous / Civil Complaints	21	21	15	15
<b>Total Non-Criminal Incidents:</b>	<b>188</b>	<b>188</b>	<b>180</b>	<b>180</b>

Arrests	Jan. 2024	YTD	Jan. 2023	YTD
Felony	2	2	1	1
Misdemeanor	8	8	16	16
Arrest for Other Agency	2	2	5	5
Bench Warrant Arrest	4	4	9	9
<b>Total Arrests:</b>	<b>16</b>	<b>16</b>	<b>31</b>	<b>31</b>



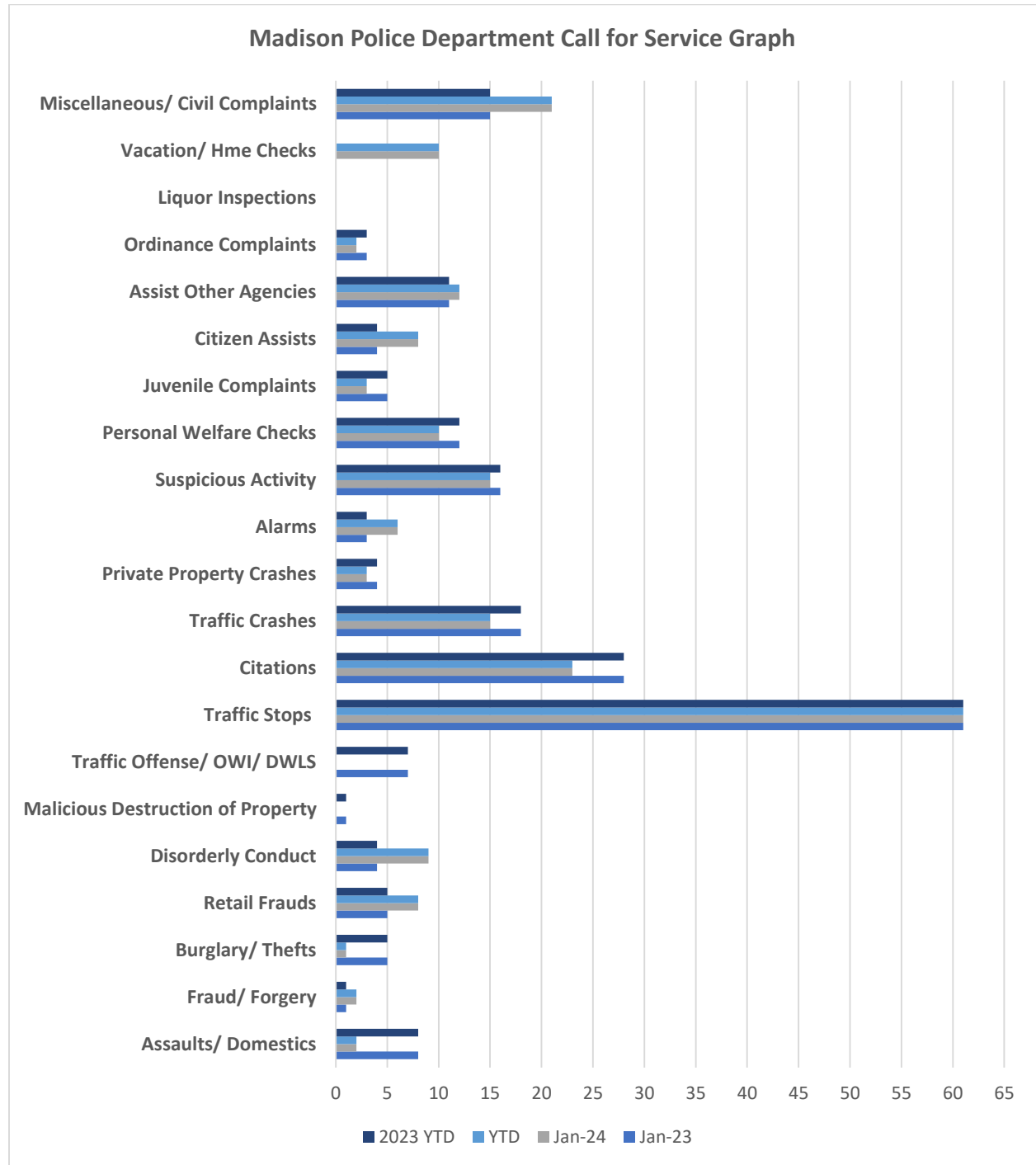
# POLICE DEPARTMENT

Item 3.

**Township of Madis**  
Police

David M. Gentner II, *Chief of*

### Madison Police Department Call for Service Graph



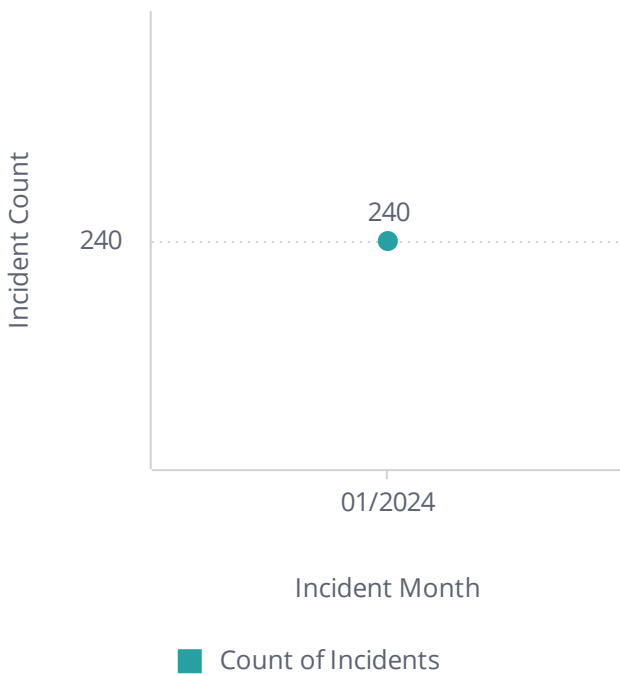
Total Number of Incidents



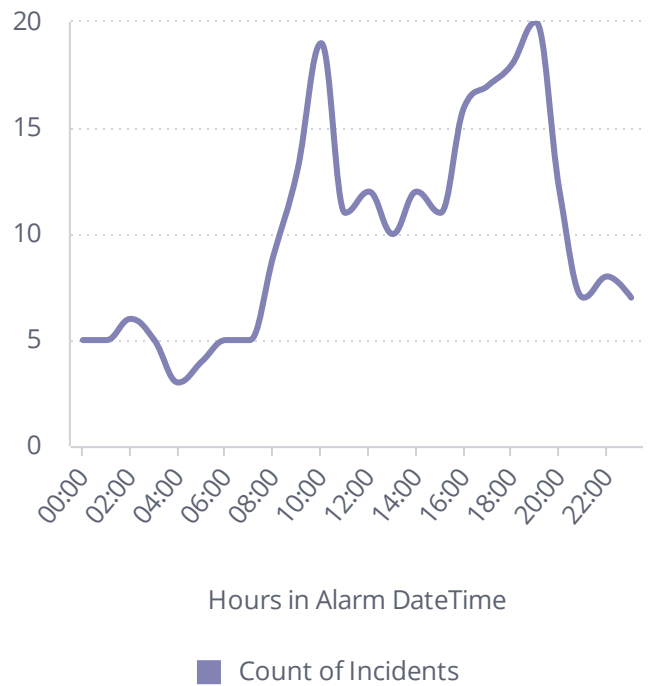
Average Time on Scene

Average Time On Scene  
**47m:17s**

Incident Trend

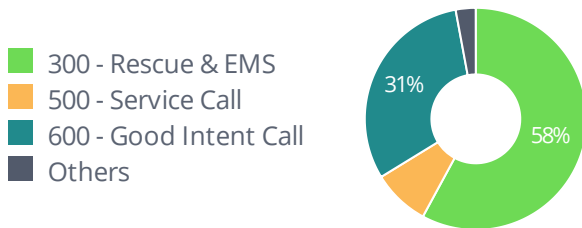


Time of Incidents

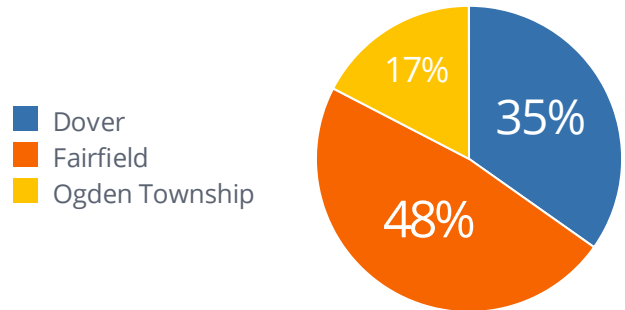




Percent of Incident Responses by Incident Type



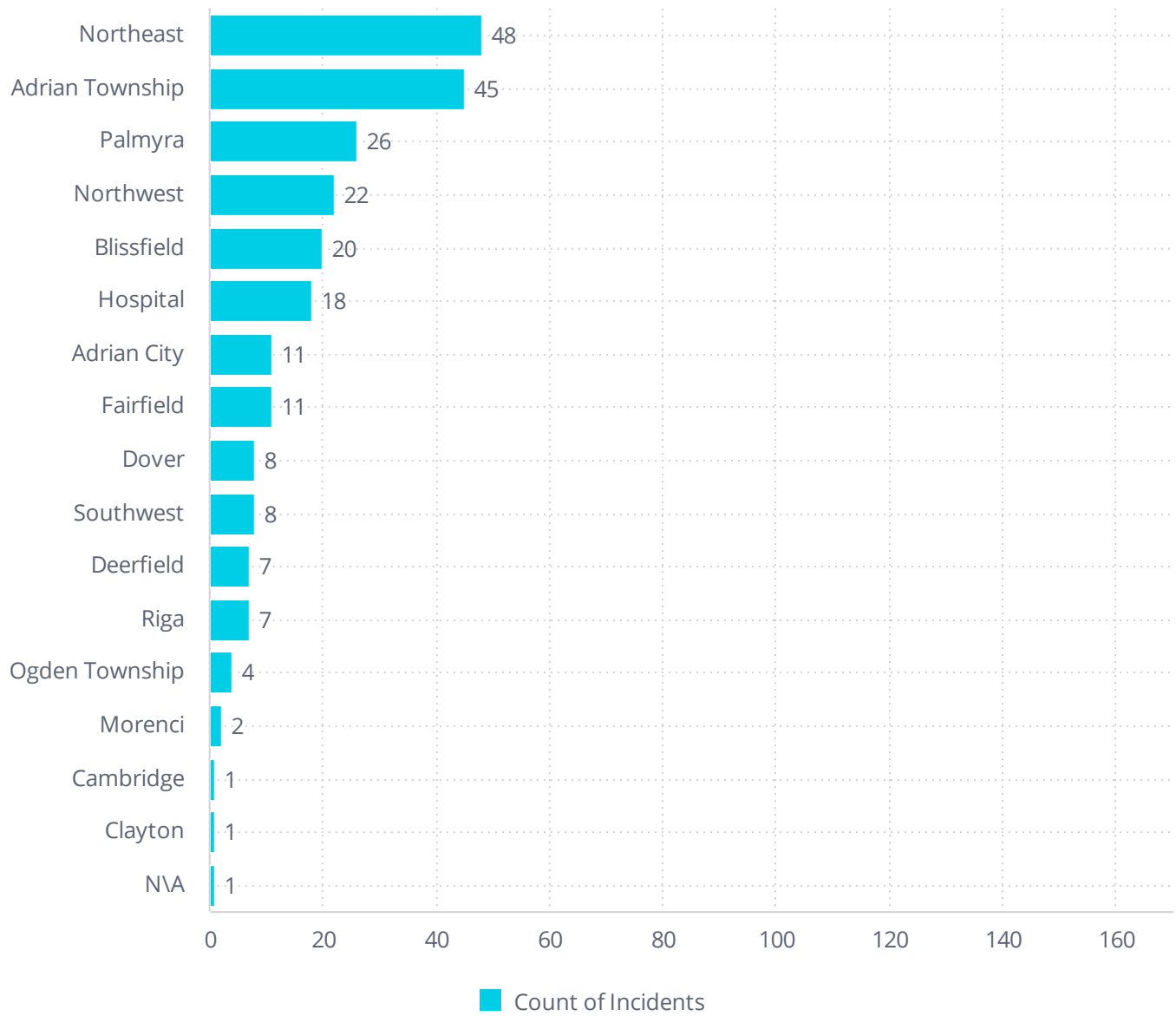
Contract Area Count



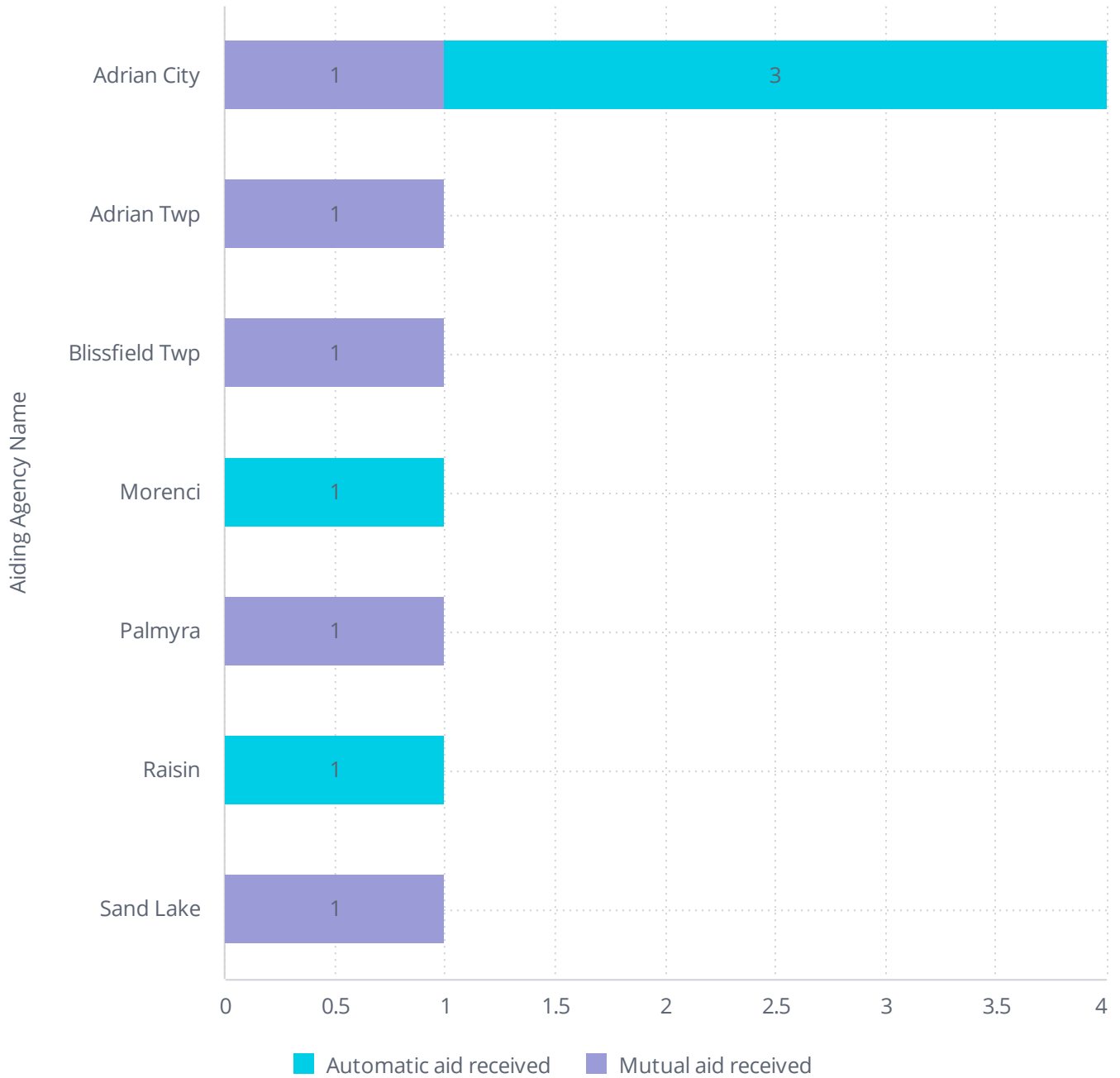
Incident Type

Incident Type	Incident Count
ALS Transfer	3
BLS Transfer	5
Citizen Assist	7
EMS call, excluding vehicle accident with injury	68
Extrication of victim(s) from vehicle	2
Madison transport for BLS agency	1
Medical Alarm	1
Motor vehicle accident with injuries	5
Motor vehicle accident with no injuries.	1
Paramedic Assessment- BLS agency	23

Count of Incidents by District



Mutual Aid Recieved

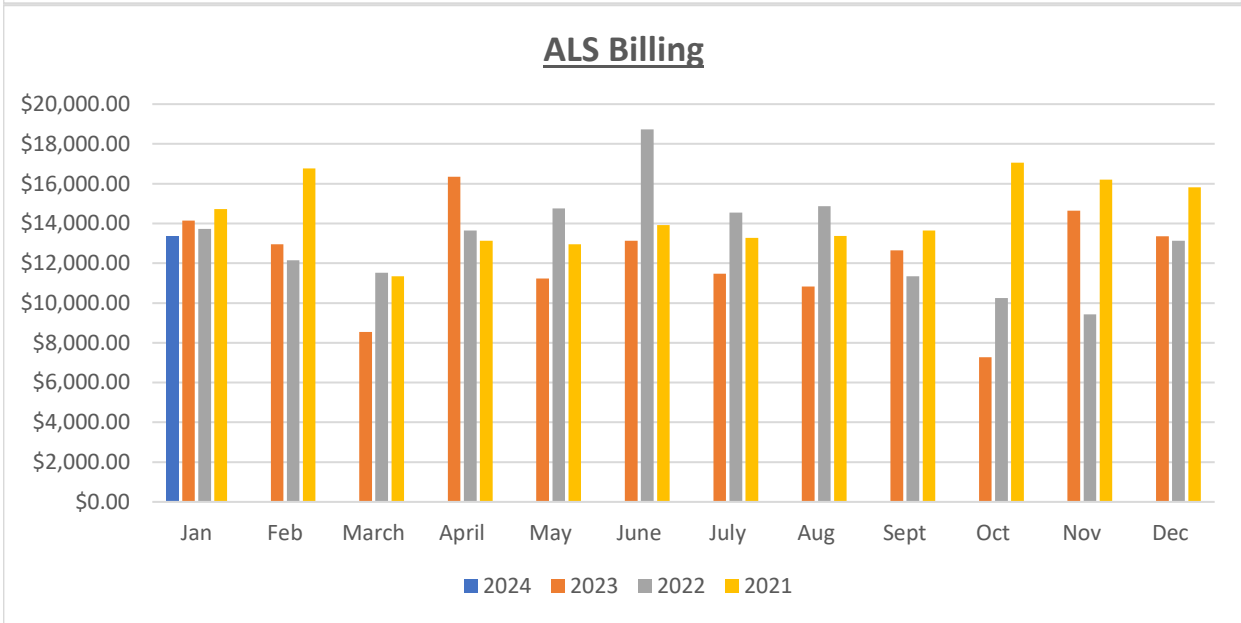
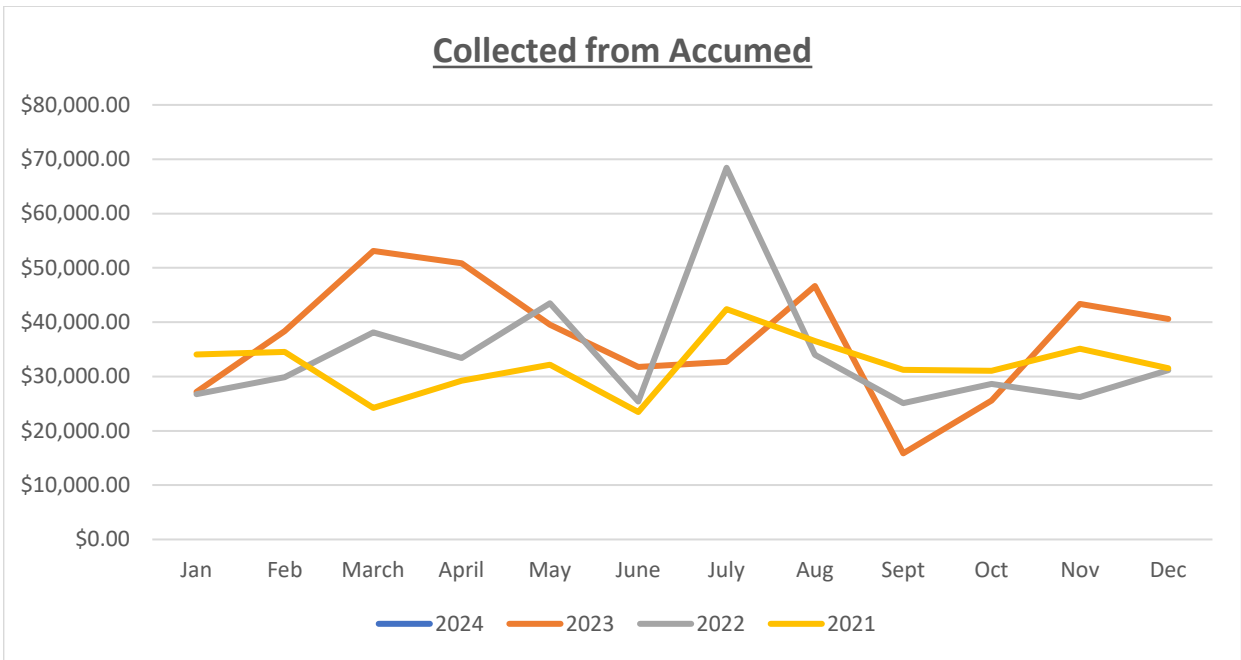


Mutual Aid

Aid Given Or Received	Incident Type	Incident Count
Automatic aid given	Dispatched and Cancelled- Mutual Aid Fire	3
	Engine Assist	6
	Extrication of victim(s) from vehicle	1
Automatic aid received	Building fire	1
	Motor vehicle accident with injuries	2
Mutual aid given	Ambulance Assist	5
	Cover assignment, standby, moveup	1
	Dispatch and Cancelled- enroute mutal aid EMS	1
	Engine Assist	1
	Manpower Assist	1
	Tanker Assist	1
Mutual aid received	EMS call, excluding vehicle accident with injury	1
	Smoke scare, odor of smoke	1

Calls By Unit

Unit Name	Percentage of Calls ↓	AVG Time on Scene
E88	49.12%	35m:32s
M6	39.38%	50m:37s
M4	11.06%	41m:03s
E3	7.52%	67m:23s
E1	3.98%	81m:34s
M7	3.98%	44m:20s
B9	3.10%	46m:20s
E2	2.21%	137m:00s
Echo 1	1.77%	52m:30s
B8	0.88%	93m:00s
U6	0.88%	98m:00s



<u>Type of Write Off</u>	<u>Amount</u>	<u>Revenue</u>	<u>Month</u>	<u>YTD</u>
Insurance Write-Offs	\$63,950.37	Billed for Ambulance	\$89,604.40	\$89,604.40
Medicaid Write-Offs	\$1,492.59	Collected from Accumed	\$56,171.08	\$56,171.08
Resident Write-Offs	\$412.28	Billed to BLS Agency	\$13,350.00	\$13,350.00
Sent to Collections	\$9,363.11	EMS Training Billed		
<b>TOTAL</b>	<b>\$75,218.35</b>	<b>TOTAL</b>	<b>\$159,125.48</b>	<b>\$159,125.48</b>



# CHARTER TOWNSHIP OF MADISON

Gary Griewahn  
*Supervisor*  
Janet Moden  
*Clerk*  
Harold Gregg  
*Treasurer*

3804 S. ADRIAN HIGHWAY  
ADRIAN, MI 49221  
517-263-9313 Fax: 517-263-4569

**TRUSTEES**  
Howard Bales  
Matt Carpenter  
Ralph Benschoter  
Chad Rodgers

## 2024 Summary

- . Manage Adrian Townships Building department.
- . Manage all inspectors
- . Attend Planning Commission meetings.
- . Foia request, building, property
- . Review all Electrical, Mechanical and Plumbing applications before issuing permits.
- . Weekly Department head meeting
- . all stop work orders
- . Handle all residents' complaints concerning building, property.
- . numerous meetings with township residents
- . meeting with commercial property owners.
- . numerous phone calls pertaining to buildings and zoning.
- . numerous emails
- . life safety inspections
- . Zoning
- . Land splits.

Building inspector  
Building official  
Plan Review  
Fire inspector 1  
FF/EMT

David Rincon,

# Permit Revenue by Type

02/09/2024

Permit	Entry Type	Entries	Amount
	Building	27	3,271.50
	Electrical	105	1,598.00
	Mechanical	54	2,030.00
	PLUMBING	24	1,009.00
	Zoning	2	130.00
Totals For Permit:			8,038.50
<b>Grand Totals</b>			<b>8,038.50</b>

Population: All Records

Transaction.DateToPostOn Between 1/9/2024  
0:00 AM AND 2/9/2024 11:59:59 PM



# Madison Charter Township

## Monthly Report Building

**Type of Inspection**

- |                  |                    |                         |
|------------------|--------------------|-------------------------|
| 1. Footing       | 8. Specialty       | 15. Other               |
| 2. Final         | 9. Frame           | 16. Zoning              |
| 3. Rough         | 10. Concrete       | 17. Permit Required     |
| 4. Re-inspection | 11. Insulation     | 18. Life-Safety         |
| 5. Crawl Space   | 12. Roof           | 19. Ordinance Violation |
| 6. Drywall       | 13. Roof Sheathing |                         |
| 7. Ventilation   | 14. Back Fill      |                         |

**Result of Inspection:**

- |              |                        |
|--------------|------------------------|
| 1. Approved  | 5. Needs Re-inspection |
| 2. Partial   | 6. Occupancy           |
| 3. Not Ready | 7. Other               |
| 4. Canceled  |                        |

<b>Total Permits Issued:</b>	
<b>Total Permit Income:</b>	

Date	Permit #	Address	Inspection Type	Inspection Result	Comments
1/5/2024	23-85	3285 Marvin Dr		2 app	
1/5/2024	23-120	1220 S Main			office hours
1/10/2024		7577 US-12		2 -HRS	Castlebury/ office hours
1/4/2024		Development project		3-HRS	special meeting with Fire dept
1/11/2024		Development project			office hours
1/11/2024	24-12	1601 E US223	18	R	Fryers
1/12/2024	24-12	1601 E US223	18	R	Fryers
1/15/2024	24-12	1601 E US223	18	R	Fryers
1/18/2024	24-02	1416 S Main	3	PA	Demizing Wall
1/18/2024	24-12	1601 E US223	18	R	Fryers
1/18/2024		Development project			special meeting / phone
1/22/2024	24-02	1416 S Main	11	PA	Demizing Wall
1/24/2024	23-138	3643 W Gorman	3	app	
1/24/2024	23-126	1942 Harold	1	app	
1/24/2024	23-146	1956 Allan	1	app	
1/26/2024	PZ-01	2410 Hardwood Rd	16	app	
1/29/2024		Development project			office hours
1/29/2024	24-02	1416 S Main	8	app	Second fire wall
1/31/2024	24-01	2558 Treat Hwy	8	App	walk through
1/31/2024	24-04	2374 SunSet Lane	3	app	
1/31/2024		2601 E Maumee	8	pa	foia request
1/30/2024	24-02	1416 S Main	8	R - 2.5 hrs	breach in fire wall/ FD contacted
1/29/2024		3804 S Adrian Hwy	18	35 -Min	PI
1/29/2024		3804 S Adrian Hwy			meeting with resident
1/29/2024	23-138	3643 W Gorman	2	app	
1/29/2024		4008 S Adrian			weekly dept head meeting

Pre-Construction HRS: \_\_\_\_\_

Total Miles for the Month: \_\_\_\_\_

Approved (AP)  
Partial (PA)  
Refused( R )

Total Inspections: _____	
_____	Total Cost: _____
Total Consult Hrs: _____	
	<b>Total Monthly Charges:</b> _____

Signature: \_\_\_\_\_

# Madison Charter Township

## Monthly Report Building

**Type of Inspection**

- |                  |                    |                         |
|------------------|--------------------|-------------------------|
| 1. Footing       | 8. Specialty       | 15. Other               |
| 2. Final         | 9. Frame           | 16. Zoning              |
| 3. Rough         | 10. Concrete       | 17. Permit Required     |
| 4. Re-inspection | 11. Insulation     | 18. Life-Safety         |
| 5. Crawl Space   | 12. Roof           | 19. Ordinance Violation |
| 6. Drywall       | 13. Roof Sheathing | 20. complaint           |
| 7. Ventilation   | 14. Back Fill      |                         |

**Result of Inspection:**

- |              |                        |
|--------------|------------------------|
| 1. Approved  | 5. Needs Re-inspection |
| 2. Partial   | 6. Occupancy           |
| 3. Not Ready | 7. Other               |
| 4. Canceled  |                        |

<b>Total Permits Issued:</b>	
<b>Total Permit Income:</b>	

Date	Permit #	Address	Inspection Type	Inspection Result	Comments
1/31/2024	23-141	2126 Harold		2 APP	
1/30/2024		Solar Farm			phone conversations
1/30/2024	PZ 24-02	1416 S Main		16 APP	sign
2/2/2024	24-06	295 Medina River		3 APP	
2/2/2024		2982 W Beecher		17	plumbing permit required
2/2/2024		223/ Divison		18	Life saftey
2/5/2024	24-06	295 Medina River		2 APP	
2/5/2024	24-12	1601 E US 223		2 R	fryers
2/6/2024	24-10	3573 Treat Hwy		3 APP	
2/6/2024		2601 E Maumee		8 APP	completed foia request
2/6/2024		2601 E Maumee			phone conversations lender
2/6/2024		2506 Treat Hwy		16	phone conversations
2/5/2024		3804 S Adrian		20	meeting with mechanical insp
2/7/2024	24-12	1601 E US 223		2 APP	fryers
2/7/2024		2601 E Maumee		2	foia / appraiser
2/8/2024	24-10	3573 Treat Hwy		2 APP	
2/8/2024	24-01	2558 Treat Hwy		2 APP	final w PD /FD
2/8/2024		2530 Sharp RD	20/19		meeting with Gary and PD
2/7/2024		Development project			office HRS / emails
2/9/2024	24-07	2765 W Gier Rd		1 APP	
		mech/plumb/ electrical application		15	( Review ) Office Hrs

Pre-Construction HRS: \_\_\_\_\_

Total Miles for the Month: \_\_\_\_\_

Approved (AP)  
Partial (PA)  
Refused( R )

Total Inspections: _____	
_____	Total Cost: _____
Total Consult Hrs: _____	
	<b>Total Monthly Charges:</b> _____

Signature: \_\_\_\_\_





Madison Charter Township  
 Monthly Inspection Report  
 JAN 2024  
 Mechanical

Signature: *[Handwritten Signature]*

- Type of Inspection
- 1. Service
  - 2. Final
  - 3. Rough
  - 4. Re-Inspection
  - 5. Fuel Piping
  - 6. Site
  - 7. Underground
  - 8. Specialty

- Result of Inspection
- 1. Approved
  - 2. Partial
  - 3. Disapproved
  - 4. Not Ready
  - 5. Cancelled
  - 6. Needs Reinspection
  - 7. Inspection Length
  - 8. Other/Unique Circumstance

Total Permits: \_\_\_\_\_ Cost: \_\_\_\_\_  
 Total Inspections: \_\_\_\_\_ Cost: \_\_\_\_\_  
 Plan Reviews: \_\_\_\_\_ Cost: \_\_\_\_\_  
 Total Charges: \_\_\_\_\_

Date	Permit Number	Address	Insp	Result	Comments/Details
1/14	PM230024	1944 Albin	2	1	
1/11	PM230087	1664 Robbins Rd	2	1	
1/11	PM230088	1668 " "	2	1	
1/18	PM240008	184 Newberry	2	1	
1/30	PM240010	1813 Shumway	2	1	<del>Plan Review</del>
1/30	PM230099	3241 Woodley Dr	2	1	
1/30	2700003	5991 Shady Ln.	2	1	
1/23					Plan Review - Cassin Road's Mill HR.



**Madison Charter Township  
Monthly Inspection Report  
January 2024  
Plumbing**

Signature: *Terry L. Massingill*

- Type of Inspection**
- 1. Service
  - 2. Final
  - 3. Rough
  - 4. Re-Inspection
  - 5. Safety
  - 6. Site
  - 7. Underground
  - 8. Shower Panel
  - 9. Sewer Connection
  - 10. Water Connection
  - 11. Specialty

- Result of Inspection**
- 1. Approved
  - 2. Partial
  - 3. Disapproved
  - 4. Not Ready
  - 5. Cancelled
  - 6. Needs Reinspection
  - 7. Inspection Length
  - 8. Other/Unique Circumstance

Total Permits: \_\_\_\_\_ Cost: \_\_\_\_\_  
 Total Inspections: 4 Cost: \$ 260.00  
 Plan Reviews: \_\_\_\_\_ Cost: \_\_\_\_\_  
 Total Charges: \$ 260.00

Date	Permit Number	Address	Insp	Result	Comments/Details
1/11/2024	PP230051	1942 Harold St	9/10	1	
1/11/2024	PP230055	1956 Allen St	9/10	1	
1/11/2024	PP230045	1668 Rivers Edge Ct	2	1	
1/25/2024	PP240001	2642 Praire Drive	7	1	

# Charter Township of Madison

## Public Works Monthly Report

### January 2024

- Water usage for the month of January 2024 was 8.9 million gallons.
- Sewer usage for the month of January 2024 was 10.4 million gallons.
- Water usage for Fairfield Twp. for the month of January 2024 was 0.850 MG.

#### **Operations**

- Work orders for the month of January were (56).
- Miss Digs for the month of January were (84). All Miss Digs were reviewed and serviced as needed.
- Water meters were read, and all work orders were completed.
- All sewer reads were submitted to the City of Adrian.
- Lift stations and generators were inspected for the month of January.
- Monthly operating report submitted to EGLE.
- Backwashing of iron filter as necessary.
- Monthly Drinking water sampling has been completed.
- Wastewater discharge sampling at water treatment plant.

#### **Communications**

- The public works has scheduled sewer flow meter calibrations for each of the four flow meters which are used for tracking and billing from the City of Adrian.
- The public works department is in the process of organizing utility prints that pertain to our underground water and sewer systems.
- Tetra tech is drafting a proposal for a water and sewer rate study, Brian Rubel will be attending the February Board meeting to review the proposal and answer questions that board members may have.
- Robert Bendzinski co. who is a Municipal financial advisor was hired to assist the Township with the financing of the water treatment plant improvement project.

**Submitted by Tim Watterson**  
**Department of public works Superintendent**

# CHARTER TOWNSHIP OF MADISON

Gary Griewahn  
*Supervisor*  
Janet Moden  
*Clerk*  
Harold Gregg  
*Treasurer*

3804 S. ADRIAN HIGHWAY  
ADRIAN, MI 49221  
517-263-9313 Fax: 517-263-4569

TRUSTEES  
*Howard Bales*  
*Chad Rodgers*  
*Matt Carpenter*  
*Rusty Benschoter*

## Finance Committee Minutes 1-26-24

Meeting called to order at 8:00 AM. Members present: Griewahn, Gregg, and Carpenter, also present Bales, Benschoter, Nick Wilson, Tim Watterson, Dave Rincon, and Rodney Meeks.

Purpose of the meeting, first item, was to discuss recommendation to purchase BS&A Cloud upgrade. Carpenter moved to postpone Cloud upgrade at this time, supported by Griewahn, motion carried 3-0.

The second item was a very lengthy discussion on revenues and expenditures for 2025. Many ideas and possibilities were discussed, at present time the consensus was canceling memberships to Region II Planning Commission, River Raisin Watershed Council, and rewriting the Township Road Millage to include Township parking lot maintenance, and streetlights. This would lower the General Fund expenditures by roughly \$40,000. annually.

Another meeting is planned but not scheduled at this time.

Meeting was adjourned at 10:30.

Respectfully Submitted,

Harold Gregg  
Chairman

COPY

Item 1.

**AGREEMENT FOR SHARING BUILDING OFFICIAL FOR 2020 (extended from 2016)**

Agreement entered into on December 4th, 2019 by and between the Charter Township of Madison, a Michigan municipal corporation (Madison) whose address is 3804 South Adrian Highway, Adrian, MI and the Charter Township of Adrian, a Michigan municipal corporation (Adrian) whose address is 2907 Tipton Highway, Adrian, MI 49221 the terms of which are as follows:

1. Adrian wishes to subcontract the services of the Madison Building Official.
2. Madison and Adrian will equally share the cost for the services of the Madison Building Official. Such costs shall include all salary, benefits and insurances paid, as determined by Madison. A copy of the proposed annual cost shall be sent to Adrian prior to any rate change.
3. The Building Official when using a vehicle provided by Madison when performing services in both Townships. Adrian shall pay Madison, at current IRS rate, for all miles driven by the Building Official while performing work on behalf of Adrian.
4. As a supplier to Adrian, Madison will provide a Certificate of Insurance stating coverages.
5. Adrian shall purchase a magnetic sign stating "Adrian Township". This sign shall be affixed to the vehicle provided by Madison whenever the Building Official is performing any work on behalf of Adrian.
6. Madison will submit a monthly bill to Adrian for services rendered by the Building Official and for mileage. Adrian agrees to remit payment within 10 days of receipt of the bill.
7. The term of this Agreement shall commencing January 1, 2018 and be terminated by either party at any time by providing the other party with 30 days written notice. In the event this Agreement is terminated, Adrian shall owe Madison for all services performed by the Building Official up to the effective date of termination.

  
TERRY ETTER, Clerk  
Madison Charter Township

  
ROB HOSKEN, Clerk  
Adrian Charter Township