



## **REGULAR BOARD MEETING**

December 12, 2023 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
2. Special Board Meeting Minutes

**AMENDMENTS TO THE AGENDA**

**PETITIONS & COMMUNICATIONS**

**INTRODUCTION OF SPECIAL GUESTS OR PRESENTATION**

**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.](#) Planning Commission Meeting 11/20/2023

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

### **NEW BUSINESS**

[1.](#) Adrian Township Building Official Contract

[2.](#) David Gentner Police Chief Contract

[3.](#) Assessing Contract LaCelle Properties LLC

[4.](#) 2024 Budget Adjustments

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

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

### **ANNOUNCEMENTS**

### **ADJOURNMENT / RECESS**



# 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 November 14, 2023

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, Rodgers, Benschoter, Carpenter, and Bales.

**APPROVAL OF BOARD MTG MINUTES 10/10/23:**

Motion by Bales, supported by Benschoter to dispense reading and approve the monthly Board meeting minutes as written for 10/10/2023. Motion was carried 7-0.

**APPROVAL OF SPECIAL BOARD MTG MINUTES 11/8/23:**

Motion by Gregg, supported by Carpenter to dispense reading and approve the Special Board meeting minutes as written for 11/8/2023. Motion was carried 6-1.

**AMENDMENTS TO THE AGENDA:** None

**PETITIONS & COMMUNICATIONS:** Clerk Moden read a letter from Comcast regarding their current changes to their Xfinity TV scheduling.

**INTRODUCTION OF SPECIAL GUESTS:** Brian Rubel, Tetra Tech engineer, was unable to come as scheduled due to Covid.

Don Sheely / Eden East LLC. – No Show

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

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

**Fire:** Continuing to run EMT classes.

**Police:** Chief Shadbolt stated they have been busy with legal issues with the prosecutors office. Officer Burke is off due to knee surgery, 2023 Durango needs a new motor, no idea when that will be available.



## **CHARTER TOWNSHIP OF MADISON**

**Water/Sewer:** Reported by Watterson that hydrant flushing is finished. He stated that the drilling for the new water well has started, it will be located about 150' NE of the current well.

**Inspection:** Rincon reported that the condo's on Baldwin Hwy are going up, Edward Allen homes are being built in Woodridge. Will be having a Zoom meeting with a solar firm tomorrow that is interested in Madison Twp. Adrian Twp. solar farm is doing fine.

**Legal:** Burke stated that what little information he had on the passing of the solar and wind legislation last week, he felt that the biggest effect that we might see that differs with our ordinance would be setbacks. Needs to study the bill more.

**APPROVAL OF CONSENT AGENDA:** Motion by Rodgers, supported by Benschoter to approve the consent agenda. Roll call vote: Griewahn, Yes; Gregg, Yes; Moden, Yes, Rodgers, Yes; Benschoter, Yes, Carpenter, Yes; and Bales, Yes. Motion carried 7-0.

### **Planning Commission Minutes 10-30-23:**

Benschoter read the minutes of the meeting, and made a motion to approve the minutes, supported by Carpenter. Approved 7-0

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

#### **2<sup>nd</sup> Public Reading of the Proposed 2024 Budget**

Lots of discussion by the board about how the Adrian Twp. cost shares, for the building inspector, show up in the budget. Also questions on how the \$4,000.00 zoning cost is identified in the budget. It was decided to make changes to pages 18 and 20 to make sure that Adrian Twp revenues were changed to \$57,439 and that the Building Dept. total came to \$117,305, in place of \$118, 878.

There was a lengthy discussion on the future budgets and the possible need to look at raising taxes due to increasing costs. Tax millages were last raised 5 years ago, when the 1 mill police millage was moved into the General Fund and the township added an additional mill. The other alternative would be to decrease services and the expenses connected to them, including personnel possibly. Carpenter suggested that after the first of the year that we hold a public meeting to discuss with the residents the ideas for cuts in service and/or adding additional taxes, and how that is done.

There were no public comments raised by the audience and no information was submitted to the township prior to the meeting regarding the budget.

Motion by Gregg, supported by Moden to accept the proposed budget with the corrections regarding Adrian Twp, as printed. Roll Call Vote: Griewahn, Yes; Gregg, Yes; Moden, Yes, Rodgers, No; Benschoter, Yes, Carpenter, Yes; and Bales, No. Motion carried 5-2.



## CHARTER TOWNSHIP OF MADISON

### NEW BUSINESS:

#### Poverty Exemption Guidelines

The State of Michigan has made some changes to the Poverty Exemption rule and requires that it now be posted on our township website.

Motion to approve the new Poverty Exemption Guidelines and publish to our website by Griewahn, supported by Rodgers. Motion carried 7-0.

### ELECTED OFFICIALS' COMMENTS:

**Griewahn:** Stated that he had been in contact with Amanda Lacelle regarding a 5 yr. contract and it should be ready by next month meeting.

**Carpenter:** Asked if we had gotten a copy of the employment contract for the new Police Chief, Clerk stated yes, but was checking out some of the verbiage before bring it to the board.

**Bales:** He expressed his frustration with the fact that the township doesn't appear to be following it handbook with regards to how Vacation and Sick Pay are credited to new employees. He stated that Vacation should not be allotted to employees until they have completed one year of employment and Sick Days after 6 months of employment.

**AUDIENCE COMMENTS:** None

**ANNOUNCEMENTS:** None

**ADJOURNMENT/RECESS:** Motion by Rodgers, seconded by Benschoter, to adjourn the meeting. Motion carried 7-Yes; 0-No. Meeting adjourned at 7:55 p.m.

Typed and Submitted by:

Janet Moden  
Township Clerk



# CHARTER TOWNSHIP OF MADISON

Gary Griewahn  
*Supervisor*  
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**TRUSTEES**  
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Matt Carpenter  
Ralph Benschoter  
Chad Rodgers

## Madison Township Special Board Meeting Held in Person and Electronically (Zoom) Minutes of December 1, 2023

8:30 a.m. Special 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. Rodgers absent, working; Bales absent, ill.

**AMENDMENTS TO THE AGENDA:** None

**PETITIONS & COMMUNICATIONS:** None

**INTRODUCTION OF SPECIAL GUESTS:** Brian Rubel, Tetra Tech. Spoke on the results of the rate study that was done during the summer on the sewer flow rates in the W. Beecher St area that flows into the City of Adrian sewer system.

He stated that there had been much growth both in the Township and the City since 1978 build of the system. The current sewer line is limited as it is only 10”. This means that the line is undersized for the future demands along Beecher St.

His recommendations to the board were to first to do a smoke test to find the source during wet weather of where the influx of water is coming from, this would be a May/June 2024 project. He estimated the cost to be approx. \$25,000. His second recommendation was we need to improve the sewer line to increase the line size to 12” and 18” to handle future growth with a cost of approximately \$1.5 million, and third there needs to be a new pump station at Madison St. at a cost of approx. \$950 thousand, to help relieve the Baldwin Pump Station workload.

There was discussion on our ordinance enforcement of surface water drainage, and whether it is coming from City property or individual resident properties. The Board felt that a meeting with the City is needed to discuss cost sharing for the recommended Smoke Test next summer.



## **CHARTER TOWNSHIP OF MADISON**

Brian announced that the third well has been drilled successfully on their second attempt and next week it would be tested. He complimented the well driller used as being very responsive and responsible.

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

**3-MINUTE DEPT. HEAD UPDATES:** None

**SPECIAL PRESENTATIONS:** None

**APPROVAL OF CONSENT AGENDA:** None

**OLD BUSINESS/UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**Miller Canfield Bond Resolution – Steve Miller, Attorney**

The board was presented with a copy of the resolution to be approved to move forward with the issuing of 30-year bonds to fund the Water Project capital improvement in the amount of 3.5 million dollars. This would fund the paying of all or part of the cost to acquire, construct, furnish and equip improvements to the Township's existing water supply system, consisting generally of improvements to the water treatment plant, together with all necessary sites, structures, equipment, interest in land, appurtenances, and attachments.

Mr. Mann explained the bond process and that includes a 45-day referendum after the publishing of the bond notice.

Motion by Carpenter, supported by Benschoter to except the resolution as submitted and to publish the notice for tax exempt bonds to fund the Water Improvement Project. Roll Call Vote: Gregg, Yes; Moden, Yes; Benschoter, Yes; Carpenter, Yes and Griewahn, Yes. Motion approved 5-0

**ELECTED OFFICIALS' COMMENTS:**

**Moden:** Since there had been individuals asking, the deadline to submit petitions to the Clerk to run for township elected offices is April 23, 2024, at 4:00 p.m.

**AUDIENCE COMMENTS:** None.

**ANNOUNCEMENTS:** None



## **CHARTER TOWNSHIP OF MADISON**

**ADJOURNMENT/RECESS:** Motion by Benschoter, seconded by Gregg, to adjourn the meeting. Motion carried 5-Yes; 0-No. Meeting adjourned at 9:03 a.m.

Submitted by:

Janet Moden  
Township Clerk





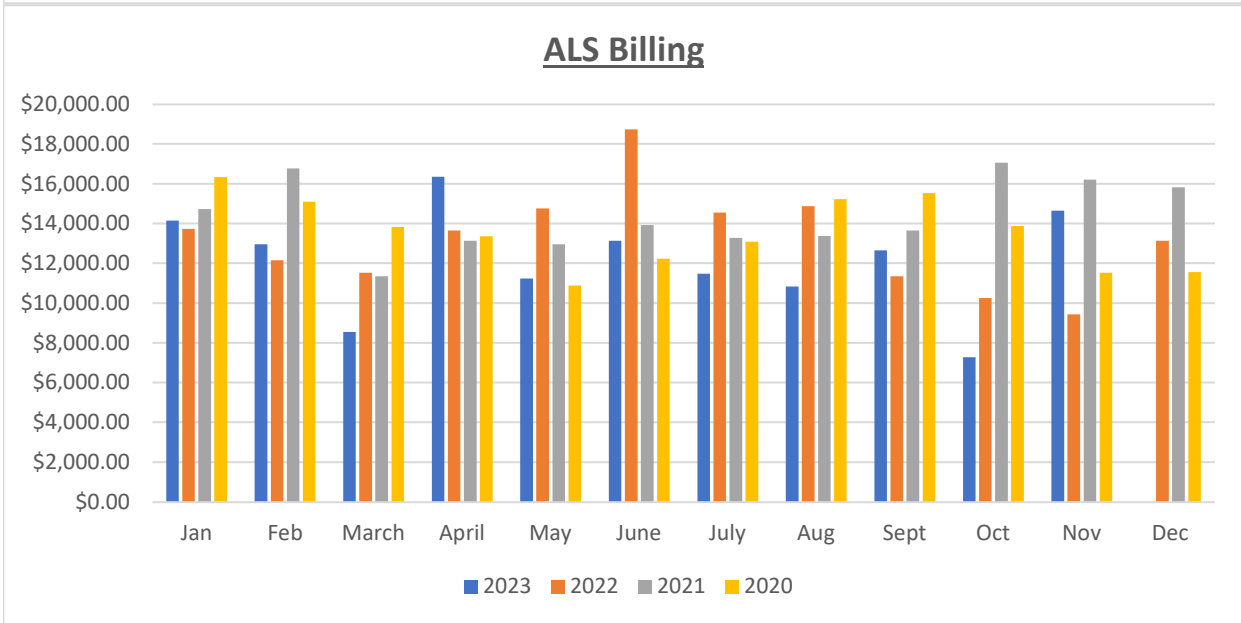
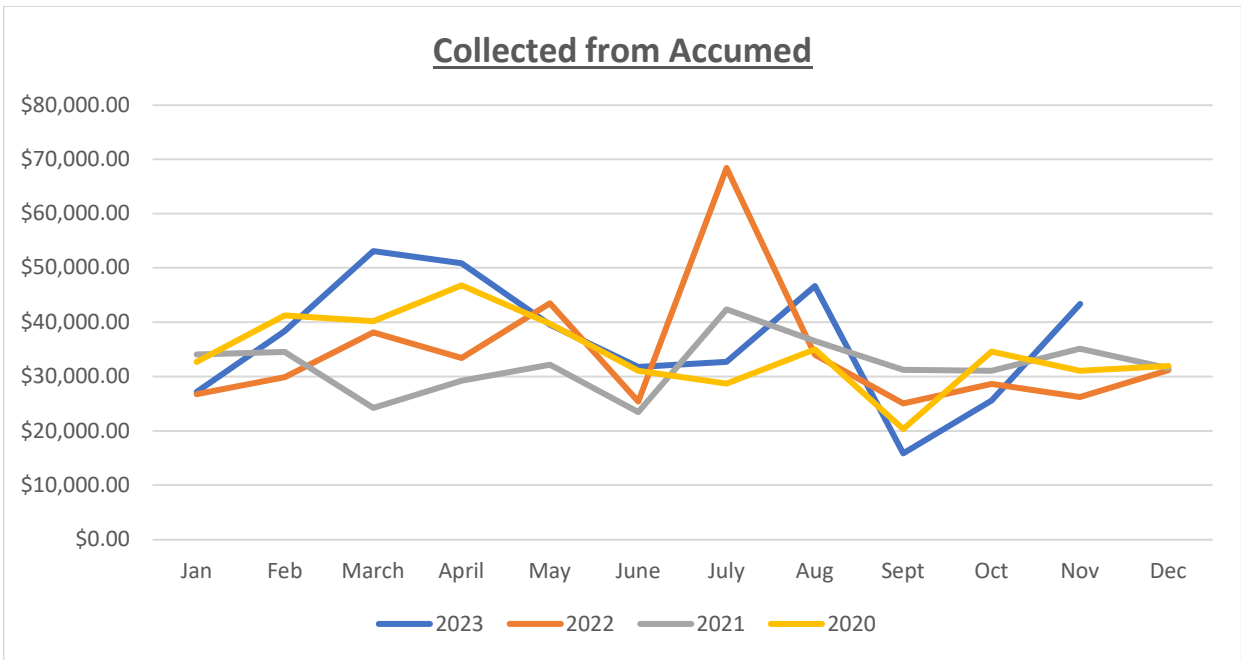
**Madison Police Department Call for Service Statistics**  
**Month: November 2023**

Police Calls for Service	Nov - 2023	Nov - YTD	Nov - 2022	Nov - YTD
<b>Total Calls for Service</b>	<b>195</b>	<b>2836</b>	<b>199</b>	<b>2506</b>
<b>Criminal Incidents</b>	<b>Nov - 2023</b>	<b>YTD</b>	<b>Nov - 2022</b>	<b>YTD</b>
Assaults / Domestic	2	81	6	97
Fraud / Forgery	2	43	2	26
Burglary / Thefts	6	72	9	87
Retail Frauds	3	124	22	128
Disorderly Conduct	5	74	4	99
Malicious Destruction of Property	2	17	2	27
Traffic Offense / OWI / DWLS	1	31	1	17
<b>Total Incidents:</b>	<b>21</b>	<b>442</b>	<b>46</b>	<b>481</b>

Non-Criminal Incidents	Nov - 2023	YTD	Nov - 2022	YTD
Traffic Stops	50	496	23	476
Citations	19	262	16	233
Traffic Crashes	26	154	15	145
Private Property Crashes	5	20	9	60
Alarms	4	68	2	61
Suspicious Activity	15	235	11	226
Personal Welfare Checks	4	133	6	119
Juvenile Complaints	2	12	8	28
Citizen Assists	0	28	0	17
Assist Other Agencies – Police / Fire	9	119	8	87
Ordinance Complaints	3	28	8	122
Liquor Inspections	11	35	0	36
Vacation / Home Checks	0	21	2	19
Miscellaneous / Civil Complaints	26	77	45	489
<b>Total Non-Criminal Incidents:</b>	<b>174</b>	<b>2174</b>	<b>153</b>	<b>2118</b>

Arrests	Nov - 2023	YTD	Nov - 2022	YTD
Felony	2	45	3	16
Misdemeanor	2	138	12	165
Arrest for Other Agency	1	29	3	27
Bench Warrant Arrest	7	60	1	31
<b>Total Arrests:</b>	<b>12</b>	<b>272</b>	<b>19</b>	<b>239</b>





<u>Type of Write Off</u>	<u>Amount</u>	<u>Revenue</u>	<u>Month</u>	<u>YTD</u>
Insurance Write-Offs	\$77,339.80	Billed for Ambulance	\$122,734.70	\$977,529.78
Medicaid Write-Offs	\$1,605.54	Collected from Accumed	\$43,339.21	\$404,909.50
Resident Write-Offs	\$6,368.82	Billed to BLS Agency	\$14,650.00	\$133,225.00
Sent to Collections		EMS Training Billed		
<b>TOTAL</b>	<b>\$85,314.16</b>	<b>TOTAL</b>	<b>\$180,723.91</b>	<b>\$1,515,664.28</b>



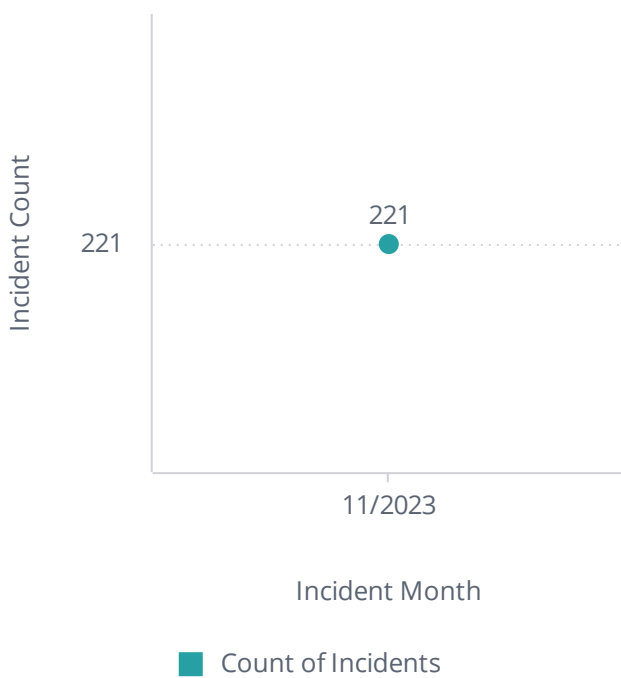
Total Number of Incidents



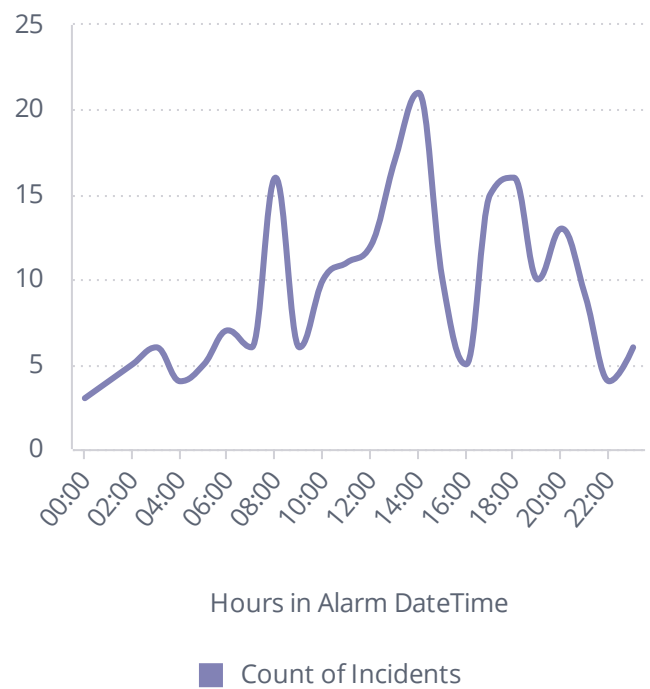
Average Time on Scene



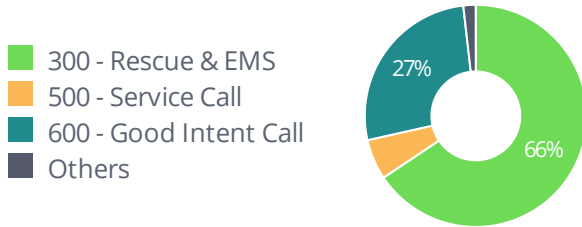
Incident Trend



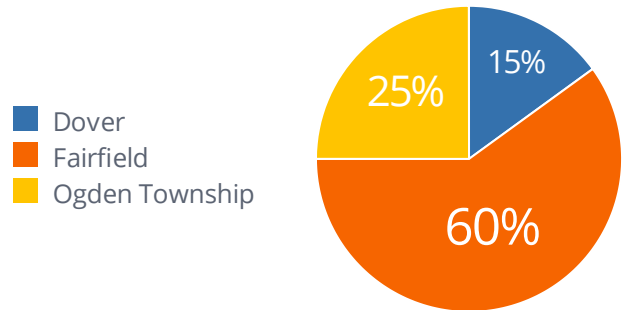
Time of Incidents



Percent of Incident Responses by Incident Type



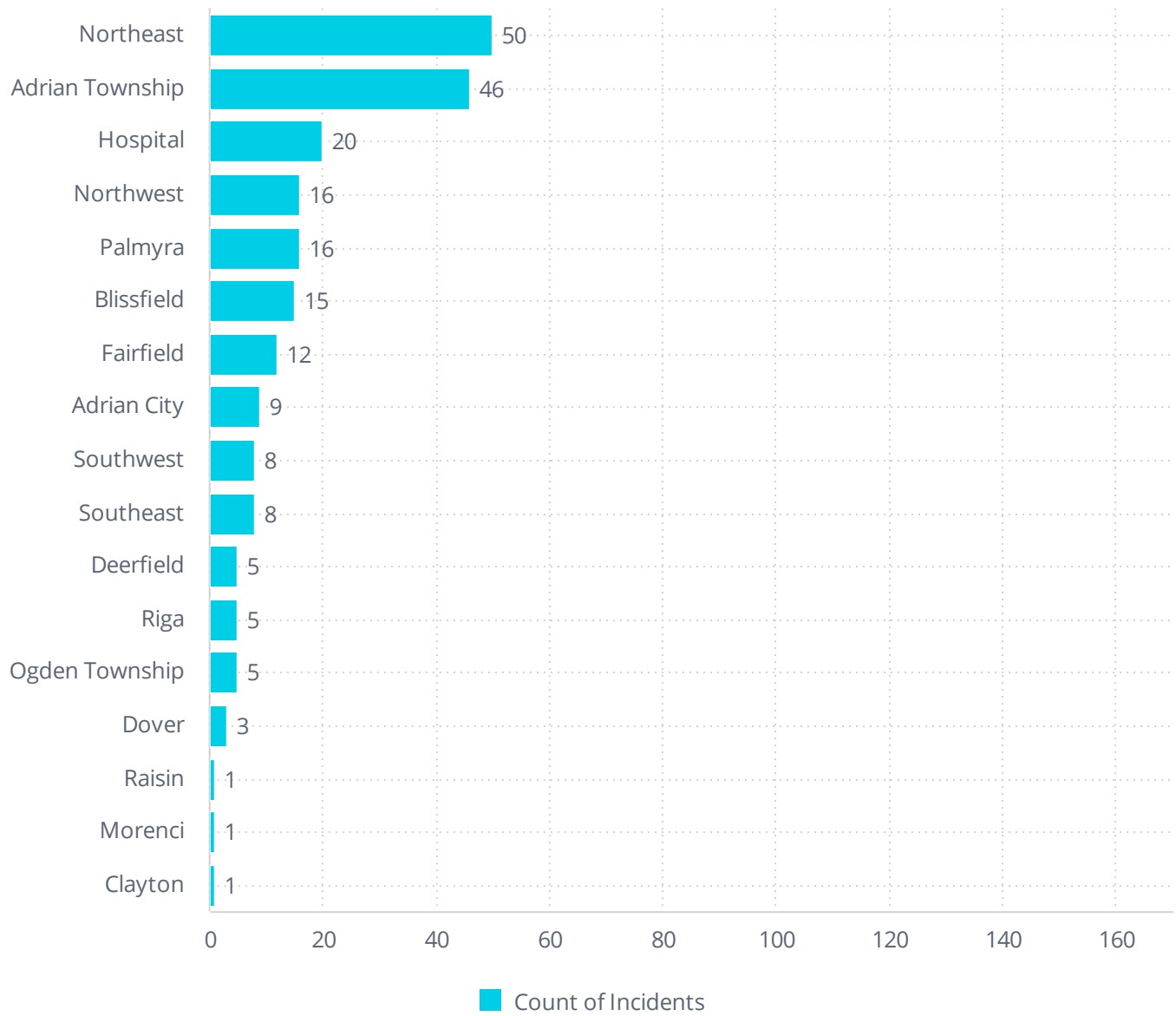
Contract Area Count



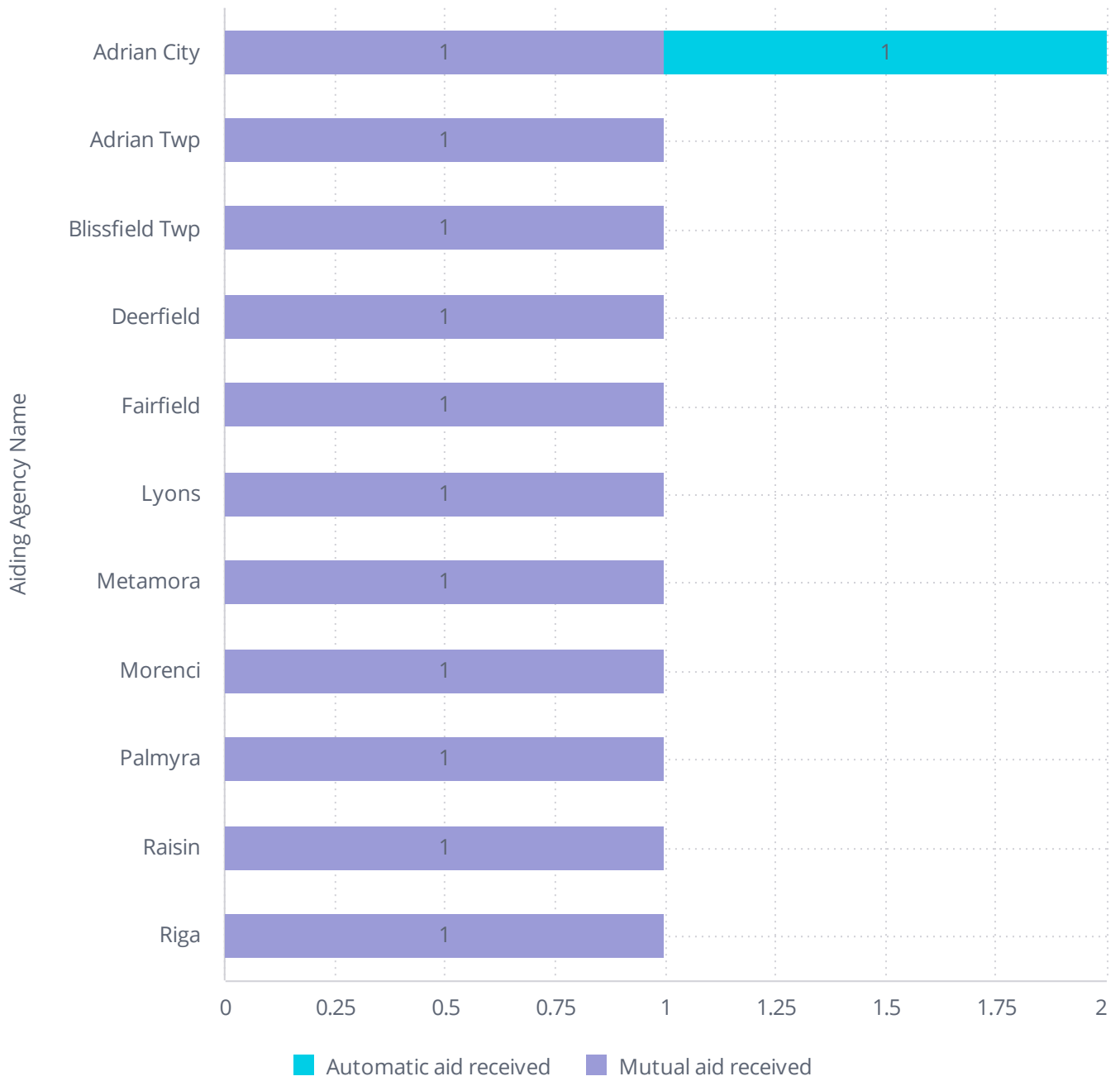
Incident Type

Incident Type	Incident Count
ALS Transfer	5
BLS Transfer	6
Citizen Assist	6
EMS call, excluding vehicle accident with injury	74
Madison transport for BLS agency	1
Motor vehicle accident with injuries	4
Motor vehicle accident with no injuries.	2
Paramedic Assessment- BLS agency	25
Paramedic transport- BLS agency	22

Count of Incidents by District



Mutual Aid Recieved





Mutual Aid

Aid Given Or Received	Incident Type	Incident Count
Automatic aid given	Brush Truck Assist	1
	Dispatched and Cancelled- Mutual Aid Fire	2
	Engine Assist	3
	Full Assist	3
	Motor vehicle accident with no injuries.	1
Automatic aid received	Motor vehicle accident with injuries	1
Mutual aid given	Ambulance Assist	2
	Cover assignment, standby, moveup	1
	Dispatch and Cancelled- enroute mutal aid EMS	1
	Engine Assist	1
	Motor vehicle accident with no injuries.	1
Mutual aid received	Building fire	1
Other aid given	Cover assignment, standby, moveup	1

Calls By Unit

Unit Name	Percentage of Calls ↓	AVG Time on Scene
E88	38.92%	27m:17s
M6	37.93%	48m:00s
M4	18.23%	57m:52s
E3	4.93%	64m:20s
E1	3.45%	49m:48s
E2	2.46%	120m:45s
B9	1.97%	44m:40s
Echo 1	1.97%	27m:30s
B8	0.99%	90m:00s
U6	0.49%	117m:00s
M7	0.49%	70m:00s
T5	0.49%	

# CHARTER TOWNSHIP OF MADISON

Gary Greiwahn  
*Supervisor*

3804 S. Adrian Highway

**TRUSTEES**

Adrian, MI 49221

Chad Rodgers

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*Clerk*

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## Monthly Building Inspector Report For the Month of November, 2023

26	Inspections Completed
3	Plan Reviews Finalized
3	Plan Reviews in Progress
\$5,650.75	Amount of Fees Collected
\$2,515.80	Adrian Twp. - Payment for Inspections
18	Adrian Twp. - Number of Inspections

## Violations and Complaint Types Handled

	Township ordinance #
1	Nuisance ordinance #
2	Life Safety inspections
3	Zoning Issues 35
\$65.00	Zoning fee collected
\$8,231.55	Total Income Madison / Adrian Twp

### Activitie

### Other Activities

- Numerous Building Code Questions from Residents
- Meetings with the Residents and Contractors On-Site
- Written Correspondence and Follow-Up
- Research on Issues and Laws
- Coordination of Tasks with Other Departments

Item 5.

# Permit Revenue by Type

12/08/2023

Permit	Entry Type	Entries	Amount
	Building	32	5,650.75
	Electrical	46	1,727.00
	Mechanical	27	975.00
	PLUMBING	11	373.00
	Zoning	1	65.00
	Totals For Permit:	117	8,790.75
<b>Grand Totals</b>		<b>117</b>	<b>8,790.75</b>

Population: All Records

Transaction.DateToPostOn Between

11/13/2023 12:00:00 AM AND 12/8/2023

11:59:59 PM













Item 8.




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# Charter Township of Madison

## Public Works Monthly Report

### November 2023

- Water usage for the month of November 2023 was 8.9 million gallons.
- Sewer usage for the month of November was 10.4 million gallons.
- Water usage for Fairfield Twp. for the month of November was 1.0 million gallons.

#### Operations

- Work orders for the month of November were (26).
- Miss Digs for the month of November were (78). 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 November.
- 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

- Northern Pump and well has successfully drilled a new 12 inch well at the WTP, they will now be conducting pump testing to determine the Gpm volume available, as well as monitoring aquifer levels during a 24-hour test for the next week or so and taking water quality samples.
- A special board meeting was scheduled for a resolution and notice of intent to issue a bond to finance the WTP improvement project. The project is very close to being ready to be put out to Bid.
- Tetra tech is schedule to attend the special board meeting to give a presentation of the results from sewer flow monitoring that was conducted on W. Beecher St. it was recommended the township conduct smoke testing to find where the infiltration is entering our sanitary sewer.

**Superintendent**

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

**Charter Township of Madison  
Madison Township Hall  
3804 South Adrian Hwy.  
Planning Commission Meeting  
November 17, 2023  
7:00 p.m.**

7:00 pm Planning commission meeting called to order by Chairperson Johnson and pledge of Allegiance was said by all.

**Roll Call**

Planning commission members present in person: Chairperson Michelle Johnson, Vice-Chair Rusty Benschoter, Secretary Amy Hepker-Wilson, Joyce Holtz, Rodney Meeks, Dale Thielen & Norm Schutte present.

Quorum established.

Also in attendance: Gary Griewahn (Township official), David Rincon (Building/zoning official), Larry Anderson, Matthew Carpenter, Kelly Carpenter, and William Gyra.

**Approval of meeting minutes from 10/30/23: Motion** by Vice-chairperson Benschoter, **seconded** by Schutte to approve minutes. **Motion carried 7-0**

**Public comment:** (Agenda Items Only): **NONE**

**New Business:**

- **2850 US-223 Self Storage-Site Plan Review (Conditional Use)**

Anderson explained his plan to have 228 storage units built, lighting would be adjusted, area would be fenced in, and cameras installed. He has MDOT approval, he needs a conditional use due to the property being zoned C2 currently. He presented a letter from an engineer about stormwater runoff.

Carpenter Spoke expressing that the land would still need to meet Lenawee County drain commission approval and questioned why not rezone instead of having conditional use so if the land ever sells the new owners wouldn't have to apply for conditional use.

Gyra questioned about the right of way from a Michigan road, and it is 66feet according to Anderson, Rincon, and Carpenter.

Meeks asked Carpenter about drainage issues in the area.

Carpenter explained Walternire drain that runs in the area, it is only a 6-inch drain and storm water increase from new development would have to be approved by drain commission if to be sure current tile can handle the extra drainage.

Chairperson Johnson called for Public Meeting Closed: 7:41pm

After a hearing plan, the public comments and discussion by members. **Motion made** by Vice-Chairperson Benschoter to recommend conditional use for 2850 US-223 Self storage if Engineered drawings and recommendations of new plans are drawn up and reviewed with a full report with engineer stamp print approved by the Lenawee County drain commission. At the time these articles are reviewed by the board to also include comments from all department heads involved with any concerns or issues they may see with new plans and recommendations. The storage units must be fenced in, lighting must not be bright or shining neighbors. The property must also be purchased by Mr. Anderson/his company prior to building any structures. Seconded by Schutte. Motion Approved 7-0

Moved on to other new business.

- **Historic District Ordinance**

Per township official Griewahn, this will not be discussed this evening due to no notification going out pertaining to this ordinance.

**Public comment:** Items not on the agenda: Building/zoning official Rincon thanked planning commission members.

Township official Griewahn thanked Caitlyn Jacobs for putting the packets together for tonight's meeting.

**Reports:**

**Vice Chairperson-** none

**Zoning Official-** none

**Township official-** none

**Adjournment: Motion** by Vice-Chairperson Benschoter, **Seconded** Holtz to adjourn the meeting. **Motion Carried 7-0.** Meeting adjourned at 8:06 pm

Submitted by

Amy Hepker-Wilson

Planning commission secretary

## AGREEMENT FOR SHARING BUILDING OFFICIAL

Agreement entered into on \_\_\_\_\_, 2023 by and between the Charter Township of Madison, a Michigan municipal corporation (Madison) whose address is 4008 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:

### RECITAL

- A. Madison employs David Rincon as it building official (hereafter referred to as the "Building Official").
- B. Adrian desires to utilize the services of the Building Official to perform services related to building code enforcement with Adrian.

### IT IS THEREFORE AGREED AS FOLLOWS:

1. Madison and Adrian will equally share the cost for the services of the Building Official. Such costs shall include all salary and benefits payable to the Building Official, as determined by Madison. The amount payable from Adrian to Madison for calendar year 2024 is \$57,439.00.
2. The Building Official will use a vehicle provided by Madison when performing services in both Townships. Adrian shall pay Madison, at current federal rate, for all miles driven by the Building Official while performing work on behalf of Adrian.
3. 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.
4. Adrian and Madison shall obtain liability and automobile insurance covering the Building Official for those time that he is performing work on behalf respective Townships. Each Township shall be listed as an additional named insured under each other's policies.
5. Adrian agrees to indemnify and hold the Madison harmless from all claims of any kind and nature, including actual reasonable attorney fees, arising out of any work performed by the Building Official while working for Adrian and/or from any claims occurring at or during any time that the Building Official, is working for or on behalf of Adrian.
6. Madison agrees to indemnify and hold Adrian harmless from all claims of any kind and nature, including actual reasonable attorney fees, arising out of any work performed by the Building Official while working for Madison and/or from any claims occurring at or during any time that the Building Official, is working for or on behalf of Madison.

- 7. 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.
- 8. While the parties agree that the exact amount of time spent by the Building Official cannot and should not be dictated by this Agreement, the Building Official should strive to spend equal amounts of time performing services in both townships.
- 9. The term of this Agreement shall be for one (1) year commencing January 1, 2024. This Agreement shall not renew at the end of the initial term. The parties may, however, at any time prior to the expiration of this Agreement mutually agree to extend the term on such terms and conditions as they hereafter determine.
- 10. This Agreement may be terminated by either party at any time by providing the other party with 30 days written notice, sent to the above addresses, of intent to terminate. 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.

\_\_\_\_\_  
GARY GRIEWAHN, Supervisor  
Madison Charter Township

\_\_\_\_\_  
JAMES KOEHN, Supervisor  
Adrian Charter Township

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_



**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, effective **January 13, 2024**, is by and between the Madison Charter Township Board, Charter Township of Madison, Lenawee County, State of Michigan hereinafter referred to as "Township" and David M. Gentner II, hereinafter referred to as "Employee".

**RECITALS**

**WHEREAS**, Employee has been employed with the Township since January 19th, 2018 and Employee is currently employed as Township Police Chief and has been so employed in that capacity since on or about **January 13, 2024**. Employee and Township desire to mutually define a future employment relationship for continuance of Employee as Township Police Chief; and

**WHEREAS**, it is the desire of the Township to provide certain benefits and establish certain terms and conditions of employment for Employee; and

**WHEREAS**, Employee desires to accept and continue employment as Township Police Chief pursuant to the provisions of this Agreement;

**NOW, THEREFORE**, in consideration of continued employment with Township and in consideration of the mutual covenants herein contained, Employee and Township agree as follows:

**Section 1. Employment Basis.** Employment of Employee is based on the terms of this Agreement.

**Section 2. Duties.** Employee's primary duties, functions and responsibilities include supervision, control, direction and cost-effective operation and administration of the Madison Charter Township Police Department, delivery of Department services and Department's police members, employed police personnel, programs, activities and property. Some duties, functions and responsibilities are set forth in Township's Job Description for the Police Chief position Noted as attachment A. Employee shall perform other permissible and proper duties, functions and responsibilities as requested by Township from time to time.

**Section 3. Credentials.** Employee shall at all times maintain in good standing licenses, registrations or certificates as may be required under applicable law and regulations and as Township required in the job description, or as township determines from time to time. Township shall provide funding to maintain credentials as well as time and cost to attend conferences to maintain credentials.

**Section 4. Hours of Work.** The position of Police Chief is a wage and hour exempt full-time, salaried position requiring Employee's full-time attention and best efforts. Due to the nature of the position and the needs of the Madison Charter Township Police Department, a recurring traditional work schedule is not available. Employee's work schedule can fluctuate from time to time including pay period to pay period, weekly and daily depending on circumstances. Employee is expected to be available and adhere thereto. Employee shall work a minimum of Eighty (80) hours each pay period. For any pay period during which Employee works less than the 80-hour pay period minimum, Employee is required to apply any unused accrued paid vacation, sick or personal time to satisfy the minimum requirement. Employee is not prohibited from working in excess of the 80-hour pay period minimum, however Employee shall not be compensated by Township for such additional time.

**Section 5. Regular Compensation.** Effective **January 13, 2024**, Employee shall be compensated at a gross annual salary of Seventy-Five Thousand Dollars (\$75,000.00) subject to all applicable federal, state, and local withholdings and to any other deductions authorized by Employee and Township. Thereafter, annual increases on January 1 shall be as follows:

January 13, 2024	Seventy-Five Thousand Dollars	(\$75,000.00)
January 1, 2025	Four percent increase (4%)	(\$78,000.00)
January 1, 2026	Four percent increase (4%)	(\$81,120.00)
January 1, 2027	Four percent increase (4%)	(\$84,364.80)

**Section 6. Non-Salary Benefits.** Employee's fringe benefit package shall be as follows:

**Life Insurance**

Employee's Life Insurance benefit shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or current benefit offered by the Township.

**Health Dental and Vision Insurance**

Township shall purchase health, vision and dental insurance for employee and covered spouse from a competent carrier of its choice to provide benefits equivalent to the following:

BCBSM Simply Blue HSA Plan 2000/0%-370439, as referenced in Attachments B, copies of which are attached hereto and incorporated into this agreement. The plan will include a \$4000.00 family deductible. The Township will establish and fund 100% of the Health Savings Account and deposit in on January 1 of each year. The Township will be responsible for any and all bank administration fees that are associated with the Health Savings Accounts.

The employee shall be responsible for paying towards the premium cost of health insurance each pay period in the amount of one hundred twenty-five dollars (\$125) for the employee and spouse or 20% of the insurance premium cost, whichever is the lowest cost to the employee. In no case shall the employee's total cost exceed 20% of the premium.

In the event the employee elects not to take health insurance through the Township, upon proof to the Township that the employee has other insurance coverage, the Township shall pay to the employee ½ (**one-half**) of the savings to the Township as a result of the employee electing to not have Township Health insurance.

**Cell Phone**

The township shall provide a yearly stipend in the amount of \$600.00 paid at the first pay in January, for use of employee-owned phone or pay the current Police Department's cell phone bill contract.

**Paid Leave**

Employee shall receive eighty (80) hours of sick time per year and may accumulate up to 240 hours of sick hours. The employee will be reimbursed for accumulated sick hours at the employee's regular rate of pay when accumulation exceeds 240 hours.

Vacation leave shall be granted to employee in accordance with the following schedule:

<b>Length of Service</b>	<b>Days per year / Hours</b>
Five (5) through nine (9) years	Five (5) through nine (9) years <b>(96)</b> Hrs.
Ten (10) through fourteen (14) years	Ten (10) through fourteen (14) years <b>(120)</b> Hrs.
Fifteen (15) to Nineteen (19) years	Fifteen (15) to Nineteen (19) years <b>(140)</b> Hrs.
Twenty (20) through twenty-four (24) years	Twenty (20) through twenty-four (24) years <b>(160)</b> Hr
Twenty-five (25) or more years	Two hundred <b>(200)</b> Hrs.

Employee may accumulate a maximum of 40 Hours of unused vacation time in vacation bank. Any amount over 40 hours of unused vacation, will be paid out at the end of the calendar year, per the Employee Handbook.

**Compassionate Leave:** The Township agrees to provide employee paid compassionate leave as provided by the most current Township handbook, plus include any grandchildren or step-grandchildren.

**Retirement Benefits**

Retirement benefits shall be provided in accordance with the provisions of the Michigan Municipal Employees Retirement System Plan B-2 with a two (2%)-percent multiplier with a five (FAC-5) year average compensation, ten (10) year vesting and age of retirement of sixty (60).

The employee may choose to participate in a secondary retirement investment plan. The employee will be responsible for all monetary requirements of selected investment plan; The Township agrees to establish a Section 125 plan for investment plans that are pre-tax investments or withdraw post tax monies from employees' biweekly pays to forward payments to employees established investment plan.

**Section 7. Vehicle.** A Township vehicle shall be made available to Employee for use in performance of Employee's duties, functions, and responsibilities. Employee is permitted to take vehicle home provided, vehicle is duly licensed in State of Michigan and further provided, that Employee uses vehicle in responding to emergencies and other police type activities as needed after completion of the workday. The take-home vehicle may not be used outside the County of Lenawee for personal purposes.

**Section 8. Meetings.** Employee shall be available for attendance at regular or special meetings of the Madison Charter Township Board, and other Commissions, Authorities, Boards and Committees as requested from time to time and shall receive no additional compensation for attending.

**Section 9. Professional Development and Memberships.** Employee's attendance at work-related seminars, conferences and training shall be compensated provided that, such expenditure has been budgeted by Township and is available. Employee will not be compensated by Township for Employee's attendance at a seminar, conference or training at which Employee is functioning as an instructor for which Employee is receiving non-Township compensation. Work-related membership and association fees shall be paid by Township, provided that such expenditure has been budgeted by Township and is available.

**Section 10. Township Policies and Procedures.** Except as may be altered in this Agreement, Employee agrees to abide by and fully comply with all generally applicable Township policies and procedures as established from time to time and with policies and procedures specific to the Madison Charter Township Police Department as established from time to time.

**Section 11. Use and Non-Disclosure of Confidential and Proprietary Information.** During Employee's employment with Township and at any time following termination of the employment relationship and except as required in the performance of Employee's authorized duties, functions and responsibilities on behalf of the Township, Employee shall hold in strictest confidence and shall not remove from the Township's premises and shall not use for Employee's own or others benefit and shall not directly or indirectly disclose, reveal, reproduce, distribute, transmit, disassemble, decompile, transfer or otherwise make available confidential and proprietary documents and information of the Township to Township employees or to outside individuals or entities or aid others in doing so unless specific documented advance permission to do so has been given the Employee by a Township Official having authority to grant permission. Confidential and proprietary information includes but is not limited to all documents or information valuable to the Township and not generally known to the public.

**Section 12. Longevity Pay** Employee shall receive the current rate of pay under the current Employee Handbook for years of service for an employee hired after January 2, 2012. Employee shall receive 500 hundred dollars (\$500.00) for every five years of service, with a maximum allowance of \$2,000.00. Longevity pay shall be paid at the completion of the employee's 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, etc. years of service. 20 years or more of service will only receive the maximum amount allowed under the employee policy or handbook.

**Section 13. Conflicts of Interest.** Employee shall have a continuing duty to disclose to the Township any and all interests of the Employee which are or may be viewed as conflicting with Employee's employment with the Township or with the interests of the Township. Examples of potential conflicts include: (1) financial or other relationship with Township suppliers, service providers or others doing business with the Township; (2) employment with any other employer; (3) acceptance of gifts, gratuities, or entertainment from outside sources at a level which might tend to influence judgment, or which might create the appearance of impropriety; (4) associating Township name with an outside business, activity, or political initiative. No other outside employment shall be allowed without the consent of the Township Supervisor.

**Section 14. Education.** Employee will be required to complete and receive a bachelor's degree by January 2027. If the employee needs an extension to complete this requirement prior approval must be granted by the Township Supervisor. If the employee is unable to fulfil this requirement, this contract may be terminated by the Township.

**Section 14. Applicable Law.** The terms of this Agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

**Section 15. Indemnification** The Township shall defend, save harmless and indemnify the Chief against any tort, Professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of the Chief's duties, except for willful or malicious acts. The Township will compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**Section 16. Amendment or Modification.** This Agreement may not be amended or modified except in writing signed by Employee and a Township Official having authority to enter into such amendment or modification on behalf of the Township.

**Section 17. Normal Term of Agreement.** This Agreement shall be effective **January 13, 2024** and

continue in effect through December 31, 2027 unless Employee or Township issue written notice to the other party of intent to terminate the Agreement. In order to be effective, such written notice must be received by the other party no later than ninety (90) calendar days prior to December 31, 2027.

**Section 18. Termination of Employment Prior to Normal Expiration of Agreement.**

**Employee's Termination of Employment.** In the event Employee elects to voluntarily depart employment ending the employment relationship and thereby prematurely terminating this Agreement prior to December 31, 2027, then Employee shall give Township at least thirty (30) calendar day notice in advance of departure date unless Employee and Township otherwise agree in writing. Should Employee fail to provide Township with timely advanced notice of intent to depart employment, Employee shall reimburse Township for any seminar, conference, training, membership, or association fees paid on Employee's behalf during the twenty-four (24) months preceding the Employee's departure date and any of Employee's unused accrued paid vacation, sick and personal time shall be forfeited.

**Township's Termination of Employment.** Nothing in this Agreement shall prohibit Township from terminating Employee 's employment relationship at any time without notice prior to December 31, 2027, for reason of Employee's misconduct or for reason of Employee's nonperformance or mis-performance of Employee's duties and responsibilities. In the event Township elects to terminate Employee's employment relationship for reasons other than misconduct, nonperformance or mis-performance thereby prematurely terminating this Agreement prior to December 31, 2027, then Employee shall be entitled to Three (3) months' severance pay, Insurance coverage and pay out of any of Employee's unused accrued paid vacation, sick and personal time.

**Section 19. Partial Invalidity.** If any part of this Contract is subsequently determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining parts of the Contract.

**Section 20. Arbitration.** Any controversy arising in any way out of this Contract or out of the employment relationship between the employee and the Township Supervisor that is based upon any theory derived from common law or from any right or cause of action granted by the state of federal statutes shall be resolved by the American Arbitration Association, whose decision shall be final and binding upon the parties and a judgment by the Lenawee County Circuit Court shall be rendered upon the award made pursuant to the arbitration proceeding in accordance with MCLA 600.5001 as amended. The initial arbitration fee shall be paid equally by the Employee and the Township. After the arbitration decision is rendered, the losing party shall reimburse the other party for customary and appropriate legal costs involved in the arbitration plus the other party's portion of the initial arbitration fee.

**Section 21. Entire Agreement.** This Contract contains the entire agreement of the parties and can be modified only by a properly executed written agreement.

**IN WITNESS WHEREOF:** Employee and an authorized Representative of the Madison Charter Township Board have executed this Agreement on the dates indicated.

**MADISON CHARTER TOWNSHIP BOARD:**

**EMPLOYEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Gary Griewahn / Township Supervisor

David M. Gentner II / Chief of Police

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Madison Charter Township Assessing Agreement

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between:

**Township:** Madison Charter Township, a Michigan municipal corporation  
3804 S Adrian Hwy, Adrian, MI 49221  
Email address: supervisor@madisontwp.com

**Assessor:** Amanda Lacelle  
Lacelle Properties, LLC  
503 Hickory Ridge Dr, Tecumseh, MI. 49286  
Email address: assessor416@gmail.com

**WHEREAS,** Assessor is a Michigan Advanced Assessing Officer (MAAO) and is qualified to serve in the capacity of Township assessor; and

**WHEREAS,** the Township, desires to contract with Assessor; and

**WHEREAS,** both parties wish to memorialize their agreements regarding employment of Assessor by the Township to act in the role as Township assessor based upon the above premises as well as the rights, duties and obligations set forth below.

**IT IS AGREED** as follows:

1. **Township Assessor.** The Township contracts with Assessor to be its Township assessor.
2. **Term of Agreement.** The term of this Agreement shall be for 5 years, effective December 2, 2023 and shall be in effect until April 1, 2029. Unless terminated by either party, by notice sent to the other party no later than 30 days prior to the end of the contract, shall automatically renew for successive 1 year periods beginning and ending on April 1 of the successive years.
3. **Certified Assessing Officer.** Assessor shall maintain her status as a MAAO and shall be responsible for signing the assessment roll and all other documents required by the State of Michigan to be signed by a MAAO.
4. **Township’s Obligations.** The Township shall provide the Assessor with:
  - a. Windows Version of BSA Equalizer Software & Medina V7 Apex software licensed to Madison Township, including:
    - i. March, July, and December Board of Review compliance
    - ii. Land Division requirements
    - iii. Michigan Tax Tribunal appeals

- iv. Assessment roll maintenance
  - v. Audit compliance
  - b. Identification card and/or badge identifying Assessor as the Township Assessor.
  - c. A magnetic sign which Assessor will affix to her vehicle whenever performing field inspections on behalf of the Township.
5. **Assessing Services and Assessor's Duties.** Assessor shall provide the following assessing services for the Township, until this agreement shall lapse or be terminated, or until the parties agree otherwise.
- a. Prepare the assessment roll as needed, or revise same, as needed, in the normal manner that would be required for an assessor working for a township the size of the Township.
  - b. Ensure that the Township complies with all State Tax commission assessing guidelines
  - c. Ensure completion of all necessary assessment work related to the preparation and certification of the assessment roll, and other documentation required by and in accordance with the rules and regulations promulgated by the State of Michigan.
  - d. Ensure that at least 20% of the parcels within the Township are assessed each calendar year.
  - e. Provide the Township with electronic copy of the database files and building permit information.
  - f. Be responsible for new assessments or reappraisals which may be necessitated by new on-site construction within the Township. Assessor shall conduct on-site inspections for all improvements to real property.
  - g. Be responsible for modifying the assessments or deleting the assessments which may be occasioned by resizing of structures on parcels within the Township.
  - h. Furnish computer appraisals record cards (sheets) to be used in connection with the preparation and certification of the Township tax roll.
  - i. Cooperate and work with Township officials, Township employees and agents to answer and effectively deal with taxpayer questions concerning appraisal record card system and/or the Michigan real estate tax system.



- j. Cleaning up any irregularities in the Township's assessment records by working with the Lenawee County Equalization office.
6. **Personal Property.** Personal property forms submitted to the Township shall be processed utilizing appropriate multipliers published by the Michigan State Tax Commission or other appropriate government entity within the State of Michigan or County of Lenawee.
7. **Land Divisions.**
  - a. Assessor and the Madison Charter Township Zoning Officer or his designee shall be responsible for reviewing and recommending approval or disapproval to the Township Board for all land division Applications submitted to the Township for the purpose of splitting or partitioning of parcels located with the Township. The application fee for all land divisions shall be made payable to Madison Charter Township.
  - b. All Land Division Applications will be reviewed in accordance with the Land Division Act ("Act 288 of 1967") and any relevant Township ordinances.
8. **Records, Computations, Property Cards and All Other Paperwork.** All records, computations, property cards and all other official paperwork of the Township shall remain under the ownership and custody of the Township.
9. **Record Cards.** The Township shall furnish the existing completed property record cards for each separate real and personal property with the Township. The Township shall also provide the blank property record cards to be utilized by Assessor in the completion of the duties under this agreement. The cards shall be formatted so as to meet the approval of the Michigan State Tax Commission and shall provide an area on the record card which indicates the owners name, the legal description, the property dimensions, the available street number and mailing address, a column for summarizing total land and building improvements, or personal property record values, and an area to list important information in determining land or personal property value. The records cards shall also be formatted to show all descriptive information connected with the construction, age, condition, and depreciation of the structure and/or item, an area for outline sketch, and an area to provide for the listing of any other important information needed in the valuation of the properties in the Township.
10. **Defense of Values.**
  - a. Assessor will monitor the defense of values to the Michigan Tax Tribunal (MTT) and shall be responsible for the timely preparation of responses to the small claims division of the MTT.

- b. Assessor shall be available to attend and defend assessments to the MTT (small claims division) as needed during the term of this proposal/agreement.
  - c. Responses to the full MTT shall be prepared by the Township's legal counsel and monitored by Assessor. Assessor shall cooperate with the Township's legal counsel in the defense of any proceedings before the MTT.
  - d. Should expert witnesses and/or preparation of detailed appraisals to the full MTT be required, Assessor will advise the Township Supervisor of such requirement.
  - e. The Township shall defend and bear the cost of tax appeals including, but not limited to, attorney fees, expert witness, and witness fees, mileage, and cost of litigation, by township taxpayers and heard before the full Michigan Tax Tribunal.
  - f. The Township shall defend and bear cost of all appeals by the Township.
  - g. Assessor shall provide such expertise, data, testimony, and materials as contained within the records maintained in connection with the services to Township as is reasonably necessary to defend any tax appeals during the term of this agreement and after the expiration of this agreement.
11. **Board of Review.** Assessor shall also work with and attend the July and December Board of Reviews. Assessor will be available to meet with the Board of Review for the March organizational meetings along with any reconcile/decision making meetings. Assessor will be available but may not be in attendance for all regular meetings of the March Board of Review. Staff of the Township shall assist Assessor with the set-up and organization of the Board of Reviews.
12. **Compensation.**
- a. The Township shall compensate for the preparation and certification of the tax assessment roll and for services outlined herein this contract, at the rate of fifteen dollars (\$15.00) per parcel. The number of parcels is to be determined annually after the close of the March Board of Review of each year that this Agreement is in effect. The Madison Charter Township parcel count is 3,199 as of April 1, 2023.
  - b. The per parcel compensation for subsequent years will be increase by the annual Consumers Price Index (CPI) and shall be agreed to by all parties prior to June 1<sup>st</sup> of the contract year.
13. **Personnel.** Assessor may assign an assessing assistant to assist in the performance of the duties at the Township, but Assessor shall be held personally accountable and responsible for the duties required under this Agreement.
14. **Compliance with State Guidelines.** Assessor shall at all times comply with the Michigan State Tax commission assessing guidelines.

15. **Communication with Township.** Assessor shall maintain a high level of communication with Township personnel and Board Members and shall meet with Township officials as requested.
16. **Professional Presentation.** Assessor's employees and agents shall dress and act in a professional manner while meeting with the public and while performing services on behalf of the Township.
17. **Office Hours.** Assessor shall be available a minimum of four (4) office hours per week either personally at the Township Hall or by video conference to meet with residents or Township officials. 1. Further, Assessor shall pick up, building permits, board of review forms, and related paperwork from a mailbox located inside the Madison Township Hall, which the Township will create for the Assessor, at least once a week.
18. **Equipment.** The Township shall provide the normal associated equipment and supplies needed for Assessor to perform the assessor's duties at the Township, including software, paper, writing instruments, and the like. The items to be provided shall be similar to the items provided to the Township's prior assessors during the past years.
19. **Insurance and indemnification.** Assessor and anyone employed by Assessor shall carry public liability insurance in a minimum amount of \$1,000,000.00
20. **Hold Harmless.** Assessor agrees to indemnify and hold the Township harmless from all claims of any kind or nature related the performance of her duties to the Township.
21. **Costs and Expenses.** Assessor shall bear the cost of customary mileage expenses associated with the performance of duties.
22. **Independent Contractor Status.**
  - a. In furnishing the services hereunder, Assessor is acting as an independent contractor for the Township and not that of the Township's agent or employee. Nothing in this Agreement shall be construed creating an employer/employee relationship between the Township and the Assessor or any of persons performing services for the Township on behalf of the Assessor.
  - b. Except as otherwise expressly provided in this Agreement, Assessor shall be responsible for all labor expenses, health care, transportation, self-employment taxes, income taxes, and other forms of taxes and wage withholding, and all other costs and expenses of the Assessor in connection with the Assessor performing the contracted for services under this agreement.
  - c. Other than the compensation herein above stated, Assessor and any of persons performing services for the Township on behalf of the Assessor are not entitled to receive any wages, salary, or other compensation from the Township for services provided under this Agreement,

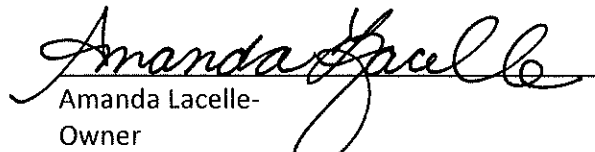
- 23. **No Assignment of Agreement.** The Assessor shall not assign or transfer this Agreement or any of the benefits or burdens contained herein, without the prior written approval of the Township, which the Township may withhold for any reason whatsoever.
- 24. **Worker’s Compensation.** As an independent contractor, Assessor shall be responsible for all workers compensation coverage for its members, employees, agents or associates.
- 25. **Termination.**
  - a. If Assessor is unable to perform any of the duties herein this Agreement shall terminate immediately.
  - b. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days written notice of intent to terminate. This notice may be delivered by first class mail or by email to the addresses above stated.
- 26. **Annual Review.** The parties shall review this agreement annually.

Madison Charter Township

Lacelle Properties, LLC

\_\_\_\_\_

Gary Griewahn  
Township Supervisor



Amanda Lacelle-  
Owner

Date: \_\_\_\_\_

Date: Nov. 22, 2023

# 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*

Budget Adjustment 12-12-23

2024 Budget Adjustment

101-336-971-000

75,000.

Capital Outlay