Minutes

Eagle Township Board Meeting Thursday, January 18, 2024

Eagle Twp. Hall - 14318 Michigan Street, Eagle, MI 48822

- 1. Call to Order: Meeting was called to order by Supervisor Stroud at 6:00 pm Pledge of Allegiance.
- 2. **Present:** Trustee Dennis Strahle, Supervisor Troy Stroud, Clerk Laurie Briggs-Dudley, Treasurer Chelsea Hoppes, Trustee Michelle Hoppes
- 3. Others Present: Chris Khorey, McKenna Associates; Matt Kuschel, Fahey Schultz Burzych Rhodes PLC; John Clark, Chairperson Looking Glass Regional Fire Authority; Dave Pohl, Clinton County Commissioner
- 4. **Citizens:** Diane Schulte, Larry Schulte, Carolyn Donaldson, Jim Donaldson, Judy Sena, Dick Sena, Joe Haddix, Denise R Dankenbring, Ann Kirschke, Tim Kirschke, Janine Dyer, Casey J. Godlewski, Linn Romanik, John Iszler, Rob Currie, Cori and Dan Feldpausch, Darrin Grey, David VanderBroek,
- 5. **Citizens Comments:** A citizen thanked the Township Board and residents for the progress made in the last year on local planning and zoning. Also a citizen requested everyone to keep an eye out for a state-wide ballot initiative for local control of wind and solar that is being reviewed by the State Election Commission.
- 6. **Consent Agenda:** Motion by Clerk Briggs-Dudley supported by Trustee Strahle to accept the consent agenda as amended. Motion carried.
- 7. **Agenda Approval:** Motion by Clerk Briggs-Dudley supported by Treasurer C. Hoppes to approve the agenda as amended. Motion carried.
- 8. **Public Hearing for Termination of Industrial Development District 2023-1:** Motion by Clerk Briggs-Dudley supported by Supervisor Stroud to open the public hearing at 6:12 pm to terminate industrial development district 2023-1. Motion carried.

Public Comment:

Citizen recommended to terminate the Industrial Development District.

Motion by Trustee Strahle supported by Treasurer C. Hoppes to close the public hearing at 6:15 pm to terminate industrial development district 2023-1. Motion carried.

- Discussion of Termination of Industrial Development District 2023-1: Motion by Treasurer C.
 Hoppes supported by Trustee Strahle to adopt Resolution 01-18-2024-01 Resolution to Terminate
 Industrial Development District 2023-1 in Eagle Township as presented. Roll Call Yes Votes:
 Treasurer C. Hoppes, Clerk Briggs-Dudley, Trustee Strahle, Trustee M. Hoppes, Supervisor Stroud. No
 Votes: None. Absent: None. Resolution adopted.
- 10. **Commissioner Report:** Clinton County Commissioner Dave Pohl reported that the County Board of Commissioners adopted a resolution approving a revised Greater Lansing Area Regional Stormwater

Program agreement. The Broadband Project is awaiting results of the comment period which ended December 21, 2023. Results are expected in February. Board of Commissioners approved a contract for a Parks and Greenspace Master Plan and 5-year Plan. The Board of Commissioners approved the St Johns Chamber of Commerce request to use Clinton Lakes Park for three night hike events at Clinton Lakes parks to be held on January 25, February 24, and March 25 from 5:30 pm – 7:30 pm. A person from MSU Abrams Planetarium will be explaining sights in the night sky. Cost is \$5/person or \$20/family. The Board of Commissioners approved participation with a State of Michigan cybersecurity services grant program.

11. **LGRFA Report**: John Clark, Chairperson Looking Glass Regional Fire Authority, reported that the 2023 year-end unaudited financial reports show that the LGRFA is under budget by approximately 2%. In 2023 there were 1100 runs in Eagle and Watertown Charter Townships plus mutual aid runs. 75% of the runs were EMS runs. The station is manned 98-99% of the time. The new ambulance will arrive in April. The station is 20 years old and things are wearing out requiring an increase in Capital Outlay.

Motion by Trustee Strahle supported by Supervisor Stroud to accept the percentages of Eagle Township 36% and Watertown Charter Township 64% for the LGRFA Operations Budget for calendar year 2024. Motion carried.

The Operations Budget is \$934,000 of which 36% is for Eagle Township (\$336,240) and Capital Outlay Budget of \$230,000 of which 35% is for Eagle Township (\$80,500).

- 12. **Airport Advisory Board Report:** Report by Trustee Strahle for Steve Colby who attended the January 9 meeting of the Abrams Airport Advisory Board. Three subjects were discussed:
 - National Guard PFAS project
 - Review proposed lease agreement if someone wants to lease land to build a hangar
 - Forgive hangar rent for the extended shutdown of hangars during the PFAS project
- 13. **Eagle Township Planning Commission Report**: Chairperson Robin Currie gave an update on the Special Meeting of the Planning Commission on January 9, 2024. The Planning Commission made recommendations to the Eagle Township Board on the following: Code Enforcement, Website Hosting, BS&A Cloud Software for Planning and Zoning, Interim Zoning Ordinance amendment for lot splits, and recommendation to fill the Planning Commission Vacancy. See the Eagle Township Planning Commission minutes for the January 9, 2024, meeting for full details. Also discussed were a proposed budget for Planning and Zoning and the Planning Commission Work Plan.

Public Comment: As a follow-up to the Planning Commission budget discussion, several citizens commented that they are amenable to an increase in property taxes in order for Eagle Township to provide local zoning. A suggestion was made to add this as a question for feedback on the upcoming Master Plan survey.

14. **Niles Cemetery Report:** Larry Schulte, from the North Eagle Cemetery Association, gave an update on how they have divided up North Eagle Cemetery into sections and rows and have an online map showing where the lots are located and an online search of names. Larry also places US flags on all veteran graves in both North Eagle Cemetery and Niles Cemetery before Memorial Day and removes them after Veterans Day. They keep track of where the veteran graves are located at the North Eagle Cemetery, but the Niles Cemetery records are not as helpful/complete as they could be.

- 15. **Accounts Payable:** Motion by Trustee Strahle supported by Supervisor Stroud to approve paying the bills as presented, with the exception of reissuing check 11956, as well as all other regular monthly bills. Motion carried.
- 16. **AccuMed Hardship consideration request:** Motion by Trustee Strahle supported by Trustee M. Hoppes to request payment in \$100 monthly payments until paid for LGRFA run 23.53027 that occurred on November 7, 2023. Motion carried.
- 17. Planning and Zoning Requests from January 9, 2024, Special Meeting Code Enforcement: Motion by Clerk Briggs-Dudley supported by Treasurer C. Hoppes for Eagle Township to activate Section 9 of the McKenna Associates contract allowing McKenna Associates to perform Code Enforcement and Inspection Services per Resolution 01-18-2024-02 Resolution Appointing an Eagle Township Enforcement Official based upon a bi-weekly basis at a rate of \$500 per half day starting on March 4, 2024, until January 1, 2025, and the Board authorizes McKenna Associates to utilize Mr. Skunda to begin communications with Clinton County regarding ongoing code enforcement cases in the Township, and to perform other code enforcement and inspection duties on an as-needed basis, invoiced hourly by McKenna Associates, until March 3, 2024 with McKenna Associates submitting a request to Eagle Township Planning Commission Chair and Eagle Township Supervisor before committing any billables to Eagle Township for approval. Roll Call Yes Votes: Clerk Briggs-Dudley, Trustee Strahle, Trustee M. Hoppes, Treasurer C. Hoppes, Supervisor Stroud. No Votes: None. Absent: None. Resolution adopted.
- 18. Planning and Zoning Requests from January 9, 2024, Special Meeting Website Hosting: Motion by Clerk Briggs-Dudley supported by Trustee Strahle for the Board to approve website hosting for Planning and Zoning be part of the current Eagle Township website hosted and supported by Shumaker Technology Group. Motion carried.
- 19. Planning and Zoning Requests from January 9, 2024, Special Meeting BS&A Software: Motion by Trustee M. Hoppes supported by Treasurer C. Hoppes for the Planning Commission to use BS&A Cloud software for Planning and Zoning at a cost not to exceed \$13,000 which includes a \$1,000 fee for McKenna for implementation. Roll Call Yes Votes: Trustee Strahle, Trustee M. Hoppes, Treasurer C. Hoppes, Clerk Briggs-Dudley, Supervisor Stroud. No Votes: None. Absent: None. Motion carried.
- 20. Planning and Zoning Requests from January 9, 2024, Special Meeting Interim Zoning Ordinance Amendment: Motion by Trustee M. Hoppes supported by Trustee Strahle to set aside the recommended motion from the Planning Commission to amend the Interim Zoning Ordinance to update the lot split permit rules until the survey and public engagement are complete. Motion carried.

Motion by Trustee M. Hoppes supported by Trustee Strahle to request the Planning Commission look at existing non-conforming lots for potential amendments to the Interim Zoning Ordinance. Motion carried.

Motion by Trustee M. Hoppes supported by Clerk Briggs-Dudley to request the Planning Commission review and update the current land division ordinances on the Eagle Township website because they contain blanks. Motion carried.

- 21. Planning and Zoning Requests from January 9, 2024, Special Meeting Planning Commission Vacancy: Motion by Supervisor Stroud supported by Treasurer C. Hoppes to recommend that Brad Rich be appointed to the Planning Commission for the remainder of the 2-year term vacated by Michelle Hoppes which ends July 20, 2025. Motion carried.
- 22. **Zoning Board of Appeals and By-Laws:** Motion by Supervisor Stroud supported by Trustee Strahle to appoint Robin Currie, Mike Dyer, and Larry Strzalka as Zoning Board of Appeals members with alternates George Bedard and Dennis Strahle all for 3-year terms to expire January 18, 2027. Motion carried.
- 23. **City of Portland Email Regarding Eagle Township Master Plan:** Motion by Trustee Strahle supported by Treasurer C. Hoppes for the Supervisor to respond to the City of Portland email with what information is currently available and with more information to come with a BCC to the Eagle Township Board. Motion carried.
- 24. **Planning and Zoning Mailing of Newsletter:** Motion by Trustee M. Hoppes supported by Supervisor Stroud to increase the previously approved \$1500 for postage to \$2500 to include postage and distribution of a newsletter. Motion carried.
- 25. **Planning and Zoning Public Engagement Day:** Motion by Clerk Briggs-Dudley supported by Treasurer C. Hoppes to approve rental of the Eagle Park Reception Hall for the Public Engagement at a cost not to exceed \$400. Motion carried.
- 26. Motion by Trustee Strahle supported by Trustee M. Hoppes to continue business beyond 10:30 pm. Motion carried.
- 27. **City Pulse Newspaper Box:** Motion by Clerk Briggs-Dudley supported by Treasurer C. Hoppes to move the discussion on the City Pulse newspaper box to the next regular meeting. Motion carried.
- 28. **Budget Amendment for 2023-2024:** Motion by Treasurer C. Hoppes supported by Clerk Briggs-Dudley to approve the budget amendment to take \$4,000 from account 265-930 Township Hall Repairs and move to account 265-704 Township Hall and Yard Maintenance. Motion carried.
 - Motion by Trustee M. Hoppes supported by Trustee Strahle to keep town hall monthly maintenance hours at an average of 30 hours or less per month. Motion carried.
- 29. **Set Training Date for Planning Commission training for Township Board:** Motion by Treasurer C. Hoppes supported by Trustee Strahle to pay McKenna \$500 for a Planning and Zoning training webinar for the Eagle Township officials including the Board, new Planning Commission member Brad Rich, and Zoning Board of Appeals members and any others that wish to attend to be held on February 13, 2024, @ 9:30 am with the link to be posted on the Eagle Township website. Motion carried.
- 30. **Auditor Results:** Motion by Trustee M. Hoppes supported by Treasurer C. Hoppes to approve auditor Steve Bryer to do a phone conference at a maximum cost of \$500 to review the FY 22-23 audit report and any other financial questions. Motion carried.

- 31. **Township Insurance:** Motion by Trustee M. Hoppes supported by Treasurer C. Hoppes to allow Trustee M. Hoppes to continue to work with our insurance agent at the Dave Chapman agency to look at additional quotes for professional liability with defense outside \$250,000 limit for Planning and Zoning and get a quote from EMC for overall insurance. Motion carried.
- 32. **2024 Poverty Exemption Guidelines Update:** Motion by Clerk Briggs-Dudley supported by Trustee M. Hoppes to make changes to the Poverty Exemption Instructions and Guidelines as presented. Motion carried.
- 33. **Adjournment:** Motion by Treasurer C. Hoppes supported by Trustee M. Hoppes to adjourn the meeting at 11:23 pm. Motion carried.

Laurie Briggs-Dudley, Clerk

Minutes

Eagle Township Special Board Meeting Thursday, February 1, 2024

Eagle Twp. Hall - 14318 Michigan Street, Eagle, MI 48822

- 1. Call to Order: Meeting was called to order by Clerk Briggs-Dudley at 5:03 pm Pledge of Allegiance.
- 2. **Present:** Trustee Dennis Strahle, Supervisor Troy Stroud (late arrival), Clerk Laurie Briggs-Dudley, Treasurer Chelsea Hoppes, Trustee Michelle Hoppes
- 3. Others Present: Steve Bryer, CPA Siegfried and Crandell PC (remote)
- 4. Citizens: Dan and Cori Feldpausch, Janine Dyer, Rob Currie, John Iszler
- 5. **Audit Report:** Auditor Steve Bryer gave an overview of the 2022-2023 Audit Report for Eagle Township via phone.
- 6. **Agenda Approval:** Motion by Supervisor Stroud supported by Trustee Strahle to approve the agenda as amended. Motion carried.
- 7. **MSU Citizen Planner for Brad Rich:** Motion by Clerk Briggs-Dudley supported by Treasurer C. Hoppes to approve reimbursing Brad Rich for the MSU Citizen Planner training when he has completed the course. Motion carried.
- 8. **McKenna Meetings Contract Addendum:** Motion by Clerk Briggs-Dudley supported by Supervisor Stroud to approve the Proposed Contract Addendum Regarding Township Board, Planning Commission, and ZBA Meetings as amended with the Supervisor and ex-officio Planning Commission member jointly approving McKenna attendance at meetings. Roll Call Yes Votes: Trustee Strahle, Trustee M. Hoppes, Clerk Briggs-Dudley, Treasurer C. Hoppes, Supervisor Stroud. No Votes: None. Absent: None. Motion carried.
- 9. **Budget Workshop for FY 24-25:** Overview given of the various funds the township has, and initial discussions of the FY 24-25 budget. Supervisor Stroud will provide the Township Board Members with a proposed budget in February for their review and comments.
- 10. **Adjournment:** Motion by Treasurer C. Hoppes supported by Trustee M. Hoppes to adjourn the meeting at 7:54 pm. Motion carried.

Laurie Briggs-Dudley, Clerk

Year of Expenditure	2022	2023	2024	2025	2026	2027	2028	2029	2030	Comment
Cumulative Totals										
Site Related	260,500	500	6,500	500	500	500	500	500	-	Driveway and Parking area paving Project. 260K. (2021)
Building Exterior Envelope	0	1,200	0	11,000	5,000	4,000	5,000	0	-	Overhead Door Operators for Aparatus Room Increased to 11k Rear Doors
Building Mech Systems	1,000	1,000	3,500	7,500	0	0	0	0	-	Heat Exchangers 2022 Air Handlers 2023
Building Electrical Systems	1,500	1,100	12,000	0	1,800	0	35,000	0	1	Wifi Upgrades (2022) Transfer Switch Protection Generator replacement increased by 5K (2025)
Special Systems	91,100	800	40,000	0	25,000	13,500	60,000	0	-	SCBA Bottles (2022) 71K EMS LifePack (2024) Gas Monitor (2022) Thermal Camera 10K, Radios, Kodiak Stabilization Equip.
Vehicle - Equipment	15,000	357,700	0	0	1,000,000	0	100,000	0	-	1 Ton Pickup (increased to 90K moved to 2028) New Hose (5' IN) 15K (1) truck replacement scenario. 2025 or 2026

Cumulative Totals 2022 - 2030	369,100	362,300	62,000	19,000	1,032,300	18,000	200,500	500	-	
						-				
(+/-)	369,100	362,300	62,000	19,000	1,032,300	18,000	200,500	500	-	

Note: Detailed items are shown on each of the specific tab worksheets.

Year of Expenditure	2022	2023	2024	2025	2026	2027	2028	2029	2030	Comment
Category: (1) Basic Operations	Site Related									
Item Description										
Drainage Systems										Combine with Parking Lot and Driveway repavement project.
Retention Basin										Combine into Repave and Parking Lot Project
Pedestrian Walkways		-								Check to see if this can be included when the Parking Lot Project is done.
Lansdscape	500	500	500	500	500	500	500	500		Various Landscape projects combined. (Check to see if this can be included in Repave Proj.) Moved from 2019 Sign maint/repair Add to repave project. Need to verify if this is considered capital expense.
Repave Drive & Parking Areas	260,000	_								Estimated from previous quotes that included subgrade replacement. Soil Stabilaztion method estimated less than full replacement.
Site Related Other (1) Fence	255,500	-	6,000							Dennis received various quotes. The proposed number includes fence plus survey work to determine where the property line is to makes sure fence is on LG Property. Clark spoke with Flying J to put in a fence.
Site Related Other (2)										

Cumulative Totals 2022 - 2030	260,500	500	6,500	500	500	500	500	500	0	
(+/-)	260,500	500	6,500	500	500	500	500	500	-	

Year of Expenditure	2022	2023	2024	2025	2026	2027	2028	2029	2030	Comment
Category: (2) Building Exterior Envelope										
Item Description										
Overhead doors (Springs / Rollers)					5,000					Increased to \$ 5000. Year based on life expectancy. Springs good in 2020. Pushed out to 2026
Overhead doors (Panels)						4,000				Panel Replacement. Year based on life expectancy.
Overhead doors (Operators)	-		_	11,000						Increased to \$11000. Inspect and repair costs. (3) doors 2021, (3) rear doors in 2025. Front replaced in 2021 Plan for 2031 inspection/replace
Roofing		1,200								Vent roof stack Boot. Patched 2022 boot replacement for (2) Units
Pedestrian Doors	-		-				5,000			Estimated replacement cost. Need vendor quotes. PM on 2-3 Doors
Building Evnelope Other (1)										
Building Evnelope Other (2)										

Cumulative Totals 2022 - 2030	0	1,200	0	11,000	5,000	4,000	5,000	0	0	
(+/-)	-	1,200	-	11,000	5,000	4,000	5,000	-	-	

Year of Expenditure	2022	2023	2024	2025	2026	2027	2028	2029	2030	Comment
Category: (3) Building Mechan	nical Systems									
Item Description										
Air Handlers		-		4,000						Need to evaluate life expectance of current units. Estimate for replacement. Pushed 2023 to 2025
Hotwater Heater(s)				3,500						Replaced 2015. Based on Life expectancy of 10 years.
Forced Air Furnaces	1,000	1,000								New Heat exchangers replaced under warranty. 1 installed (2) in house to be replaced when they go. Put 1000 in for labor cost 2022 &2023 May not neet to if units last.
Vent Fans			3,500							Ballpark Estimate from Facilities committee. We think this is for two roof fans w/vents in aparatus room.

Planning Year 2022

Cumulative Totals 2022 - 2030	1,000	1,000	3,500	7,500	0	0	0	0	0	
(+/-)	1,000	1,000	3,500	7,500	-	-	-	-	-	

Year of Expenditure	2022	2023	2024	2025	2026	2027	2028	2029	2030	Comment
Category: (4) Building Electrica	al									
Item Description										
Lighting Fixtures (Interior)					1,800					Lighting Replacement. Bulbs only
Lighting Fixtures (Exterior)			12,000							LED Replacement Moved to 2024 12K is F/C estimate Driveway lighting. Need to verify quantity. Get Quotes
Emergency Generator and transfer switch	1,500					-	35,000			1 switch requires repair in 2021. Added protection for both electrical panels to prevent other unit from failure. Generator in for 2028 as it will be 26 years old at that time.
A/V training room equipment upgrades.		600					-			Look at larger Smart TV' to replace older a/v equipment.
Outside Receptacles - Replace		500								Replace Damaged Units

Cumulative Totals 2022 - 2030	1,500	1,100	12,000	0	1,800	0	35,000	0	0	
(+/-)	1,500	1,100	12,000	-	1,800	-	35,000	-	-	

Tah	Sn	ecial	Ç,	ct i	(5)	۱
I dD:	๋ วม	eciai	٥,	/St I	וכו	ı

Year of Expenditure	2022	2023	2024	2025	2026	2027	2028	2029	2030	Comment
Category: (5) Special Systems										
Item Description										
Plymovent Sys (Fume Extraction)	-	-			25,000					Improvements In 2020 (Major Components) 2023 (Evaluate & Update) New Unit is 80K Move to 2026
Thermal Imaging Camera	10,000					10,000				Plan replacement for 2027. Technogy upgrade may be required. Replaced in 2022
Jaws of Life		800					60,000			Purchased new in 2018. New Equip lifespan estimated and put in 2028 with updated cost estimate. (60K) PM for units and replace any perishable components.
SCBA Bottles & Packs (9) Units	71,100									Plan for 2031
EMS Life Pack Monitor			40,000			-				Pushed out to 2024 Estimate if for new equipment. (40K)
Appliances (Oven & Stove) & (Washer/Dryer)						3,500			3,500	Forward Planning added Washer/Dryer into cost estimates. (2027 & 2030)
Gas Monitor (5) Gas	10,000								10,000	Plan for 2030

Cumulative Totals 2022 - 2030	91,100	800	40,000	0	25,000	13,500	60,000	0	13,500	
(+/-)	91,100	800	40,000	-	25,000	13,500	60,000	-	13,500	

Year of Expenditure	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Comment
Category: (6) Equipment											
Item Description											
Engine 421/Tanker 425			-	-	-	1,000,000					Look at replacement of both trucks with one unit that is a Tanker/Pumper. Cost is higher for 1 unit but would have better utilization overall. Leaving current Estimates in Place. 1M - 1 truck estimate 350,000 for new Ambulance (Chief's Estimate) Purchase details to be workded out with Delta Twshp. Proceed with Grant for Fire Truck
Ambulance			350,000			-					Based on Current estimated cost.
Brush Truck 428				-				100,000			This truck is in very good shape with low miles at this time. Current Truck is 2002 Model. Increased from 60K to 80K. Will need a 1 ton instead of a 3/4 ton truck. Moved to 2028 Current truck only has 32K miles on it.
AC for Engine			7,700								Improved Trade in vehicle value
Fire Hose	-	15,000									Plan for 2032

Cumulative Totals 2022 - 2030	0	15,000	357,700	0	0	1,000,000	0	100,000	0	0
(+/-)	-	15,000	357,700	1	-	1,000,000	-	100,000	-	-



Laurie Briggs-Dudley <clerk@eagletownship.org>

Draft Minutes for January 30, 2024 Eagle Township Planning Commission Meeting

esutherland@eagletownship.org <esutherland@eagletownship.org> To: Laurie Briggs-Dudley <clerk@eagletownship.org>

Mon, Feb 5, 2024 at 1:58 PM

Hi Laurie,

Please find the attached Draft Minutes from the January 30, 2024 Eagle Township Planning Commission Meeting. In addition, I have attached the approved minutes from the December 8, 2024 and January 9, 2024 meetings.

It should be noted that there were eight (8) motions that will affect the Eagle Township Board. They are as follows:

- 1. <u>Recommend to the Eagle Township Board to accept the McKenna Zoning Escrow Fee Schedule, as amended.</u>
- 2. Submit to the Eagle Township Board a budget request of \$65,000 for Planning and Zoning for 2024.
- 3. Recommend to the Eagle Township Board to adopt a moratorium on the following zoning approvals, to extend from March 1, 2024 to August 15, 2024, or until the adoption of the permanent Zoning Ordinance, whichever comes first:
 - Rezoning of land to the C Commercial District.
 - Rezoning of land to the I Industrial District.
 - Special Use Permit for Large-Scale Solar Energy Facilities
 - Special Use Permit for Large-Scale Wind Energy Facilities
- 4. Recommend to the Eagle Township Board to repeal and remove Eagle Township Land Division Ordinance Number 1-98.
- 5. Recommend to the Eagle Township Board to amend the Township Land Division Ordinance Number 3-01 Section V, Part F to "A fee based on the adopted resolution for the Zoning Escrow Fee Schedule to cover the costs of review of the application and administration of this Ordinance and the State Land Division Act.", Section VII Part A to "All parcels created by the proposed division(s) have a minimum width of 330 feet as measured at the required front setback line unless otherwise provided for in an applicable zoning ordinance", Section VII Part B to "All such parcels contain a minimum area of 10 acres unless otherwise provided for in an applicable zoning ordinance", Section VII Part C to "The ratio of depth to width of any parcel created by the division does not exceed a four to one ratio exclusive of access roads, easements, or non-developed sites. The depth of the parcel created by a land division shall be measured within the boundaries of each parcel from the abutting right-of-way to the most remote boundary line point of the parcel from the point of commencement of the measurement."
- 6. <u>Recommend to the Eagle Township Board to adopt the amendments to the Eagle Township Interim Zoning Ordinance as outlined in a forthcoming letter from McKenna Associates.</u>
- 7. Recommend to the Eagle Township Board to amend the Eagle Township Interim Zoning Ordinance to create an MR zoning district and to utilize language from the Clinton County zoning ordinance with regard to the MR zoning district.
- 8. Recommend to the Eagle Township Board to accept the McKenna meeting addendum as outlined in letter from McKenna dated January 24, 2024.

Attachments: 2024.01.30 Draft Meeting Minutes, 2024.01.09 Approved Meeting Minutes, 2023.12.08 Approved Meeting Minutes

BCC: Eagle Township Board, Eagle Township Planning Commission

Respectfully submitted,

Eric D. Sutherland, PE

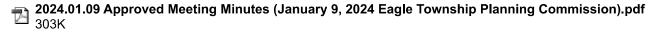
Secretary

Eagle Township Planning Commission

3 attachments



2024.01.30 Draft Meeting Minutes (January 30, 2024 Eagle Township Planning Commission).docx 29K



 $\frac{\textbf{2023.12.08 Approved Meeting Minutes (December 08, 2023 Eagle Township Planning Commission).pdf}{210 K}$

Eagle Township Planning Commission

January 30, 2024 – Meeting Minutes (DRAFT)

Call to Order: Meeting called to order at 6:58 PM at the Eagle Township Hall.

Roll Call: Eric Sutherland (present), Michelle Hoppes (present), Robin Currie (present), John Iszler (present), Brad Rich (Present.

Citizens: Janine Dyer, Dennis Strahle, Brad Rich, Dan Feldpausch, Cori Feldpausch, Laurie Briggs-Dudley, Darrin Gray, Sarah Keilen, Nick Keilen, Chris Khorey – Mckenna

Pledge of Allegiance

Approval of Agenda: <u>Hoppes moved and Rich seconded to approve Agenda. Voice vote - all in favor. Motion passes.</u>

Approval of December 8, 2023 Special Meeting Minutes: Hoppes moved and Currie seconded to approve minutes of December 8, 2023 special joint meeting with the Eagle Township Board with the correction of the number designation of Resolution 2023-12-08-PC1. Voice vote – all in favor to approve minutes as amended. Motion passes.

Approval of January 9, 2024 Special Meeting Minutes: <u>Hoppes moved and Currie seconded to approve minutes of January 9, 2024 special planning commission meeting with several spelling error corrections.</u> Voice vote – all in favor to approve minutes as amended. <u>Motion passes.</u>

Correspondence: None

Public Comment on Agenda Items: None

Old Business

Planning Commission Vacancy: Brad Rich was appointed to the Planning Commission during the January 18, 2024 Eagle Township Board Meeting.

Planning Commission Officers: The Planning Commission voted on the Planning Commission Officers. Chairperson: Iszler moves to approve Currie, Hoppes Seconds. Voice vote: All in favor. Vice Chairperson: Currie moves to approve Rich, Hoppes Seconds. Voice vote: All in favor., Secretary: Currie moves to approve Sutherland, Iszler Seconds. Voice vote: All in favor.

The 2024 Eagle Township Officers are as follows:

Robin Currie – Chairperson

Brad Rich – Vice Chairperson

Eric Sutherland – Secretary

Michelle Hoppes – Ex Officio

John Iszler - Commissioner

Eagle Board Approved Items: During the January 18, 2024 Eagle Township Board Meeting, the Board discussed several items that pertained to the Eagle Township Planning Commission.

- i. Code Enforcement: The Board approved to activate Section 9 of the McKenna Associates contract allowing McKenna Associates to perform Code Enforcement and Inspection Services on a bi-weekly basis.
- **ii. Website Hosting:** The Board approved website hosting for Planning and Zoning to be part of the current Eagle Township website hosted and supported by Shumaker Technology Group.
- **iii. BS&A Software:** The Board approved the Planning Commission to use BS&A Cloud software for Planning and Zoning.
- iv. Lot Splits: The board set aside the recommended motion from the Planning Commission to amend the Interim Zoning Ordinance to update the lot split permit rules until the survey and public engagement are complete.

Escrow Fee Schedule: Mr. Khorey from McKenna summarized the proposed escrow fee schedule for zoning. Briggs-Dudley noted that some of the columns in the fee schedule didn't add up. The Planning Commission went through the entire schedule and corrected the math errors. Khorey will update the fee schedule, as amended, and resubmit it to the Planning Commission. Hoppes asked how the fees compare to the surrounding townships and the county. Khorey responded that some of the fees are higher and some are lower. However, many townships require the applicants to resubmit after comment for additional fees and the proposed Eagle Township fee schedule includes those costs. Also, the Eagle Township fees are designed to cover costs. Hoppes asked if we could recover the cost that Clinton County incurs by not having to deal with Eagle Township Planning and Zoning. Khorey responded that he didn't believe that was possible.

Sutherland moved and Rich seconded a motion to recommend to the Eagle Township Board to accept the Escrow Fee Schedule, as amended. Roll Call Vote: Hoppes (Y), Rich (Y), Iszler (Y), Sutherland (Y), Currie (Y). Motion Passes.

Planning Commission Budget: Currie presented a summary of a draft budget. He commented that some of the numbers are educated guesses because McKenna is having trouble getting data from Clinton County about the nature and number of zoning applications in Eagle Township. Iszler commented that it may take a year or two to have a good handle on the zoning activity in the township.

Currie moved and Iszler seconded a motion to submit to the Eagle Township Board a budget request of \$65,000 for Planning and Zoning for 2024. Roll Call Vote: Iszler (Y), Hoppes (Y), Rich (Y), Sutherland (Y), Currie (Y). Motion Passes.

Project Plan: Hoppes summarized the progress of the Eagle Township Planning Commission Work Plan. She pointed out that there were several changes to dates in the plan.

Zoning Moratorium Extension: The planning commission discussed extending the moratorium on zoning applications, specifically in relation to Commercial, Industrial, and Large-Scale Wind & Solar rezoning. Khorey suggested possibly adopting Clinton County zoning as the Eagle

Township interim zoning. C. Feldpausch commented that the Clinton County Zoning Ordinance is outdated and not in compliance with State of Michigan laws and it is in the process of being revised. Strahle asked if it was within the law to give exceptions to projects like Believers Church parking expansion. Currie state that there is already language in the moratorium resolution for exceptions. Rich asked if the moratorium could be lifted in segments. Khorey responded that yes, that could be done. D. Feldpausch asked what is considered large-scale Wind & Solar. Khorey responded that, as stated the interim zoning ordinance, large-scale wind and solar is anything that is designed to produce more energy than the property will used. Large-scale does not apply to residential or commercial applications that only are designed to power what is needed by the property.

Currie Moved and Sutherland seconded a motion to recommend to the Eagle Township Board to adopt a moratorium on the following zoning approvals, to extend from March 1, 2024 to August 15, 2024, or until the adoption of the permanent Zoning Ordinance, whichever comes first:

- Rezoning of land to the C Commercial District.
- Rezoning of land to the I Industrial District.
- Special Use Permit for Large-Scale Solar Energy Facilities
- Special Use Permit for Large-Scale Wind Energy Facilities

Roll Call Vote: Sutherland (Y), Iszler (Y), Hoppes (Y), Rich (Y), Currie (Y)

Community Workshop February 22, 2024 Currie summarized a meeting that was attended by Hoppes, Currie, Khorey, and Supervisor Stroud. He commented that it would not be like the open house led by Giffels Webster last year. It would focus on what the township residents would want to see happen in the township.

New Business

Schedule for Discussing key Zoning Topics: Currie reviewed the McKenna memo dated December 14, 2023 outlining the schedule for key topics.

Public Engagement Survey: Planning commission discussed the public engagement survey. Changes were suggested by both the Planning Commission and the public. It was noted that dimensions should be added to the figures on Page 6 & 7. Some questions were eliminated due to being redundant and/or confusing. The planning commission discussed how the resulting data from the survey would be verified. Khorey responded that they have ways to determine the validity of the data.

Land Division Ordinance: The Planning Commission reviewed the Eagle Township Land Division Ordinances Numbers 1-98 and 3-01. It was noted that they are almost identical.

Currie moved and Hoppes seconded a motion to recommend to the Eagle Township Board to repeal and remove Eagle Township Land Division Ordinance Number 1-98. Voice vote: All in favor. Motion passes.

Currie moved and Hoppes seconded a motion to recommend to the Eagle Township Board to amend the Township Land Division Ordinance Number 3-01 Section V, Part F to "A fee based on the adopted resolution for the Zoning Escrow Fee Schedule to cover the costs of review of the application and administration of this Ordinance and the State Land Division Act.", Section VII Part A to "All parcels created by the proposed division(s) have a minimum width of 330 feet as measured at the required front setback line unless otherwise provided for in an applicable zoning ordinance", Section VII Part B to "All such parcels contain a minimum area of 10 acres unless otherwise provided for in an applicable zoning ordinance", Section VII Part C to "The ratio of depth to width of any parcel created by the division does not exceed a four to one ratio exclusive of access roads, easements, or non-developed sites. The depth of the parcel created by a land division shall be measured within the boundaries of each parcel from the abutting right-of-way to the most remote boundary line point of the parcel from the point of commencement of the measurement." Voice vote: All in favor. Motion passes.

Zoning Amendments: The Planning Commission discussed the following regarding amending the Interim Zoning Ordinance:

- i. Language changed to be consistent with Clinton County: The Planning Commission reviewed the Memorandum date January 24, 2024 from McKenna regarding replacement of sections of the Eagle Township Interim Zoning Ordinance with the equivalent language from the Clinton County Zoning Ordinance.
- Lot Splits/Non-Conforming Lots: Khorey summarized the current ordinance. ii. Hoppes suggested that the Planning Commission wait until there is more public input before deciding. N. Keilen stated that the Township should hold with what Clinton County decided. He also stated that he believes people who bought lots knowing it was non-conforming should not be automatically allowed to have conforming lots. He also stated that he doesn't want more neighbors. Finally, he asked what the current minimum lot split is. Khorey responded that, currently, the minimum lot must be 10 acres. N. Keilen asked about the benefit of lot splits and what the Planning Commission is trying to deter. Khorey mentioned that it varies by location and the Planning Commission should have the ordinance written in such a way that it allows for creativity. D. Gray asked what is to stop people from splitting many lots along the road and sell for solar behind them. Hoppes stated that she doesn't want to take away property rights that people already have. The Planning Commission decided to set aside the Lot Splits/Non-conforming Lots until there is more opportunity for public input from the Survey and Workshop.
- iii. Front Yard Accessory Buildings: The planning commission decided to set aside this topic pending additional public input.

Hoppes moved and Iszler seconded a motion to recommend to the Eagle Township Board to adopt the amendments to the Eagle Township Interim Zoning Ordinance as outlined in a forthcoming letter from McKenna Associates. Roll Call Vote: Rich (Y), Sutherland (Y), Iszler (Y), Hoppes (Y), Currie (Y). Motion Passes.

Engineering Services/Contract with Assessor: Currie stated that the contract with the Assessor is coming due soon and the Eagle Township Board will vote on renewing the contract. Currie stated that he will look into this.

High Intensity Manufacturing, I1/I2 Districts: Currie stated that the Planning Commission will start looking into how the Clinton County Zoning Ordinance deals with High Intensity Manufacturing. Iszler and Rich volunteered to review the Clinton County Zoning Ordinance.

Mineral Resource (MR) Extraction: McKenna will get information from the county about which parcels in Eagle Township fall under the MR zoning district.

Currie moved and Hoppes seconded a motion to recommend to the Eagle Township Board to amend the Eagle Township Interim Zoning Ordinance to create an MR zoning district and to utilize language from the Clinton County zoning ordinance with regard to the MR zoning district. Roll Call Vote: Hoppes (Y), Rich (Y), Sutherland (Y), Iszler (Y) Currie (Y). Motion Passes.

McKenna Meeting Addendum: Currie will talk to Supervisor Stroud about having McKenna at Township Board Meetings.

Hoppes moved and Rich seconded a motion to recommend to the Eagle Township Board to accept the McKenna meeting addendum as outlined in letter from McKenna dated January 24, 2024. Voice vote: All in favor. Motion passes.

General Public Comment: None

General Planning Commission Discussion: None

Next meeting: February 16, 2024 at 10:00 AM.

Adjournment: Motion by Iszler to adjourn. Second by Hoppes. Voice vote: All in favor. Motion passes. Adjourned at 11:37 PM.

Respectfully submitted,

Eric D. Sutherland, PE

Secretary

MCKENNA



Memorandum

TO: Eagle Township Board FROM: Christopher Khorey, AICP

SUBJECT: **Zoning Fee Scheduled Recommended by the Planning Commission**

DATE: February 7, 2024

As recommended by the Planning Commission on January 30, 2024, below please find a proposed schedule of escrow fees for Zoning Approvals.

The "Administration Fee" equals 10% of all other fees included in the escrow, rounded to the nearest dollar, and is designed to offset the Township's ongoing administrative costs for operating the zoning system.

"Potentially Refundable" escrow costs will be refunded to applicant if unused prior to application approval.

If escrow funds are exhausted prior to approval, the applicant must refill the escrow by paying the "Potentially Refundable" amount.

Application	Non-Refu	undable	Potentially R	lefundable
	McKenna Review 1	\$75	McKenna Review 2	\$37.50
Agricultural	Agricultural Confirmation Inspection	\$75	McKenna Review 3	\$37.50
Exemption	Administration Fee	\$23		
	Total:	\$173	Total:	\$75
			Total Escrow:	\$248
	McKenna Review 1	\$200	McKenna Review 2	\$100
Lot Split,	Assessor Processing Initial Fee	\$100	McKenna Review 3	\$100
Combination, or Boundary	Administration Fee	\$70	Additional Assessor Fees	\$200
Adjustment	Total:	\$370	Total:	\$400
			Total Escrow:	\$770
Accessory	McKenna Review 1	\$150	McKenna Review 2	\$75
Structures,	Stake Inspection	\$75	McKenna Review 3	\$75
Fences, Home	Final Inspection	\$75	Re-Inspection	\$75
Expansions,	Administration Fee	\$55		
and other	Total:	\$355	Total:	\$225



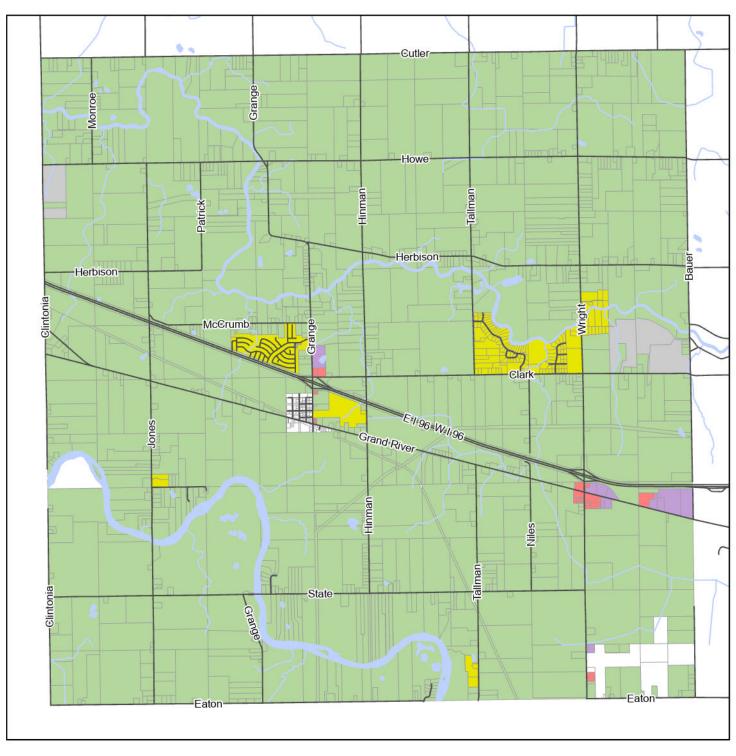
Application	Non-Refu	undable	Potentially Ref	Refundable		
Residential Site Improvements			Total Escrow:	\$580		
	McKenna Review 1	\$300	McKenna Review 2	\$150		
Landscaping,	Stake Inspection	\$75	McKenna Review 3	\$150		
Parking Lots,	Final Inspection	\$75	Engineering Review	\$500		
and Other Non- Residential Site	Administration Fee	\$113	Re-Inspection	\$75		
Improvements	Total:	\$563	Total:	\$875		
improvements			Total Escrow:	\$1,438		
	McKenna Review 1	\$200	McKenna Review 2	\$100		
Name O'mada	Stake Inspection	\$75	McKenna Review 3	\$100		
New Single	Final Inspection	\$75	Re-Inspection	\$75		
Family Home	Administration Fee:	\$63				
	Total:	\$413	Total:	\$275		
			Total Escrow:	\$688		
	McKenna Review 1	\$1,000	McKenna Review 2	\$500		
O't - Di	McKenna Meeting Fee	\$500	McKenna Review 3	\$500		
Site Plan Approval (New	Stake Inspection	\$75	Engineering Review	\$1,000		
Construction	Final Inspection	\$75	Re-Inspection	\$75		
or Principal	Administration Fee	\$373	Total	\$0.075		
Building	Total:	\$2,023	Total: Total Escrow:	\$2,075 \$4,098		
other than Single Family Home)		ration fee shall apply, a	nits, or encompassing 40 or mond nd \$2,000 of additional refund mitted.			
	Malesana Daview 1	****				
	McKenna Review 1	\$600	McKenna Review 2	\$300		
	McKenna Meeting Fee	\$500	McKenna Review 2 McKenna Review 3	\$300		
	McKenna Meeting Fee Public Notice Fee	\$500 \$150				
	McKenna Meeting Fee Public Notice Fee Administration Fee	\$500 \$150 \$275	McKenna Review 3 Attorney Review	\$300 \$500		
Special Land	McKenna Meeting Fee Public Notice Fee	\$500 \$150	McKenna Review 3 Attorney Review Total:	\$300 \$500 \$1,100		
Special Land Use	McKenna Meeting Fee Public Notice Fee Administration Fee	\$500 \$150 \$275 \$1,525	McKenna Review 3 Attorney Review Total: Subtotal:	\$300 \$500		
	McKenna Meeting Fee Public Notice Fee Administration Fee	\$500 \$150 \$275 \$1,525	McKenna Review 3 Attorney Review Total:	\$300 \$500 \$1,100		
	McKenna Meeting Fee Public Notice Fee Administration Fee	\$500 \$150 \$275 \$1,525	McKenna Review 3 Attorney Review Total: Subtotal: e Plan Approval Escrow	\$300 \$500 \$1,100 \$2,625		
	McKenna Meeting Fee Public Notice Fee Administration Fee Total: McKenna Review 1	\$500 \$150 \$275 \$1,525	McKenna Review 3 Attorney Review Total: Subtotal: e Plan Approval Escrow uire Site Plan Approval)	\$300 \$500 \$1,100 \$2,625 \$4,098		
	McKenna Meeting Fee Public Notice Fee Administration Fee Total:	\$500 \$150 \$275 \$1,525 Sit (All Special Uses Req	McKenna Review 3 Attorney Review Total: Subtotal: e Plan Approval Escrow uire Site Plan Approval) Total Escrow:	\$300 \$500 \$1,100 \$2,625 \$4,098 \$6,723		



Application	Non-Refu	ındable	Potentially Re	fundable				
	Administration Fee	\$315						
	Total:	\$2,465	Total:	\$1,500				
			Total Escrow:	\$3,965				
	McKenna Review 1	\$1,000	McKenna Review 2	\$500				
Zoning Ordinance Text	McKenna Meeting Fee (2 Meetings)	\$1,000	McKenna Review 3	\$500				
Amendment	Public Notice Fee	\$150	Attorney Review	\$2,000				
(Formal	Administration Fee	\$465						
Petition for	Total: \$2,615		Total:	\$3,000				
Public Hearing)			Total Escrow:	\$5,615				
	McKenna Review 1	\$1,500	McKenna Review 2	\$750				
	McKenna Meeting Fee (2 Meetings)	\$1,000	McKenna Review 3	\$750				
Conditional	Public Notice Fee	\$150	Attorney Review	\$2,000				
Rezoning	Administration Fee	\$565						
	Total:	Total: \$3,215		\$3,500				
			Total Escrow:	\$6,715				
	McKenna Review 1	\$1,000	McKenna Review 2	\$500				
	McKenna Meeting Fee (4 Meetings)	\$2,000	McKenna Review 3	\$500				
	Public Notice Fee	\$300	Attorney Review	\$3,000				
	Administration Fee	\$730						
Planned Unit	Total:	\$4,030	Total:	\$4,000				
Developments			Subtotal: ite Plan Approval Escrow	\$8,030				
		\$4,098						
	(All PUDs Require Site Plan Approval) Total Escrow: \$12,128							
	Site Condominiums shall also submit the required Condominium Document Review Escrow Below.							
	McKenna Review 1	\$2,400	McKenna Review 2	\$1,200				
	McKenna Meeting Fee (6 Meetings)	\$3,000	McKenna Review 3	\$1,200				
Plats (including	Assessor Fee	\$1,000	Additional Assessor Fee	\$1,000				
all steps)	Public Notice Fee	\$450	Attorney Review	\$1,000				
	Administration Fee	\$1,125						
	Total:	\$7,975	Total:	\$4,400				
			Total Escrow:	\$12,375				
Condominium	McKenna Review 1	\$1,000	McKenna Review 2	\$500				
Document	Assessor Fee	\$500	McKenna Review 3	\$500				
Review	Administration Fee	\$650	Attorney Review	\$3,000				



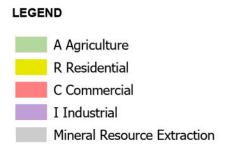
Application	Non-Refund	dable	Potentially Ref	undable
			Additional Assessor Fee	\$500
	Total:	\$2,150	Total:	\$4,500
			Total Escrow:	\$6,650
	McKenna Review 1	\$500	McKenna Review 2	\$250
	McKenna Meeting Fee	\$500	McKenna Review 3	\$250
Variance	Public Notice Fee	\$150	Attorney Review	\$500
variance	Administration Fee	\$215		
	Total:	\$1,365	Total:	\$1,000
			Total Escrow:	\$2,365
	McKenna Review 1	\$500	McKenna Review 2	\$250
	McKenna Meeting Fee	\$500	McKenna Review 3	\$250
Appeal	Public Notice Fee	\$150	Attorney Review	\$2,000
Appear	Administration Fee	\$365		
	Total:	\$1,515	Total:	\$2,500
			Total Escrow:	\$4,015
	McKenna Review 1	\$500	McKenna Review 2	\$250
	McKenna Meeting Fee	\$500	McKenna Review 3	\$250
Interpretation	Public Notice Fee	\$150	Attorney Review	\$2,000
Interpretation	Administration Fee	\$365		
	Total:	\$1,515	Total:	\$2,500
		•	Total Escrow:	\$4,015



Zoning Map

Eagle Township, Clinton County, MI

December 7, 2023







Basemap Source: Michigan Center for Geographic Information, v. 17a. Data Source: McKenna 2023.



Eagle Township RESOLUTION 02-15-2024-01

RESOLUTION TO ESTABLISH EAGLE TOWNSHIP SUPERVISOR'S SALARY

At a regular meeting of the Township Board of Eagle Township, Clinton County, Michigan, ("Township", on the 15th day of February, 2024, at 6p.m., Eastern Standard Time, the following resolution was offered by Trustee Strahle and Supported by Supervisor Schafer.

WHEREAS, MCL 41.95 authorizes the township board of Eagle Township to determine the salaries for the office of clerk, for fiscal year 2024-25 by adopting a resolution for each office at least 30 days prior to the township annual meeting of the electors. THEREFORE, BE IT RESOLVED that as of April 1, 2024 the salary of the office of Supervisor shall be . (currently \$18,576) BE IT FURTHER RESOLVED, that this resolution shall be submitted to the electors at the annual meeting to be held on March 30th, 2024, at which time the electors may modify these amounts. Pursuant to MCL 41.95(7), such modification(s) that may be made by the electors cannot result in a reduction of salary during an official's term of office unless the responsibilities and requirements of the office are diminished, and the official agrees in writing to that reduction. In the event that the electors fail to act on this resolution, the officer shall be entitled to the salary as established in this resolution, in accordance with state law. Ayes: **CERTIFICATE** I, Laurie Briggs-Dudley, the duly qualified and acting Clerk for Eagle Township, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Eagle Township Board at a regular meeting held on February 15th, 2024, and approved by the electors at the Annual Meeting held on March 30, 2024.

Laurie Briggs-Dudley, Eagle Township Clerk

Eagle Township RESOLUTION 02-15-2024-02

RESOLUTION TO ESTABLISH EAGLE TOWNSHIP CLERK'S SALARY

At a regular meeting of the Township Board of Eagle Township, Clinton County, Michigan, ("Township", on the 15th day of February, 2024, at 6p.m., Eastern Standard Time, the following resolution was offered by Trustee Strahle and Supported by Supervisor Schafer.

WHEREAS, MCL 41.95 authorizes the township board of Eagle Township to determine the salaries for the office of clerk, for fiscal year 2024-25 by adopting a resolution for each office at least 30 days prior to the township annual meeting of the electors. THEREFORE, BE IT RESOLVED, that as of April 1, 2024, the salary of the office of clerk shall be (currently \$23,652.) BE IT FURTHER RESOLVED, that this resolution shall be submitted to the electors at the annual meeting to be held on March 30th, 2024, at which time the electors may modify these amounts. Pursuant to MCL 41.95(7), such modification(s) that may be made by the electors cannot result in a reduction of salary during an official's term of office unless the responsibilities and requirements of the office are diminished, and the official agrees in writing to that reduction. In the event that the electors fail to act on this resolution, the officer shall be entitled to the salary as established in this resolution, in accordance with state law. Ayes: **CERTIFICATE** I, Laurie Briggs-Dudley, the duly qualified and acting Clerk for Eagle Township, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Eagle Township Board at a regular meeting held on February 15th, 2024, and approved by the electors at the Annual Meeting held on March 30, 2024. Laurie Briggs-Dudley, Eagle Township Clerk

Eagle Township RESOLUTION 02-15-2024-03

RESOLUTION TO ESTABLISH EAGLE TOWNSHIP TREASURER'S SALARY

At a regular meeting of the Township Board of Eagle Township, Clinton County, Michigan, ("Township", on the 15th day of February, 2024, at 6p.m., Eastern Standard Time, the following resolution was offered by Trustee Strahle and Supported by Supervisor Schafer.

WHEREAS, MCL 41.95 authorizes the township board of Eagle Township to determine the salaries for the office of clerk, for fiscal year 2024-25 by adopting a resolution for each office at least 30 days prior to the township annual meeting of the electors. THEREFORE, BE IT RESOLVED, that as of April 1, 2024, the salary of the office of treasurer shall be (currently \$20,232). BE IT FURTHER RESOLVED, that this resolution shall be submitted to the electors at the annual meeting to be held on March 30th, 2024, at which time the electors may modify these amounts. Pursuant to MCL 41.95(7), such modification(s) that may be made by the electors cannot result in a reduction of salary during an official's term of office unless the responsibilities and requirements of the office are diminished, and the official agrees in writing to that reduction. In the event that the electors fail to act on this resolution, the officer shall be entitled to the salary as established in this resolution, in accordance with state law. Ayes: **CERTIFICATE** I, Laurie Briggs-Dudley, the duly qualified and acting Clerk for Eagle Township, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Eagle Township Board at a regular meeting held on February 15th, 2024, and approved by the electors at the Annual Meeting held on March 30, 2024. Laurie Briggs-Dudley, Eagle Township Clerk

Eagle Township RESOLUTION 02-15-2024-04

RESOLUTION TO ESTABLISH EAGLE TOWNSHIP TRUSTEE'S SALARY

At a regular meeting of the Township Board of Eagle Township, Clinton County, Michigan, ("Township", on the 15th day of February, 2024, at 6p.m., Eastern Standard Time, the following resolution was offered by Trustee Strahle and Supported by Supervisor Schafer.

WHEREAS, MCL 41.95 authorizes the township board of Eagle Township to determine the salaries for the office of clerk, for fiscal year 2024-25 by adopting a resolution for each office at least 30 days prior to the township annual meeting of the electors. THEREFORE, BE IT RESOLVED, that as of April 1, 2023, the salary of the office of trustee shall be _____ (currently \$2,412). BE IT FURTHER RESOLVED, that this resolution shall be submitted to the electors at the annual meeting to be held on March 30th, 2024, at which time the electors may modify these amounts. Pursuant to MCL 41.95(7), such modification(s) that may be made by the electors cannot result in a reduction of salary during an official's term of office unless the responsibilities and requirements of the office are diminished, and the official agrees in writing to that reduction. In the event that the electors fail to act on this resolution, the officer shall be entitled to the salary as established in this resolution, in accordance with state law. Ayes: **CERTIFICATE** I, Laurie Briggs-Dudley, the duly qualified and acting Clerk for Eagle Township, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Eagle Township Board at a regular meeting held on February 15th, 2024, and approved by the electors at the Annual Meeting held on March 30, 2024. Laurie Briggs-Dudley, Eagle Township Clerk



AT – WILL EMPLOYMENT AGREEMENT RANDY JEWELL / EAGLE TOWNSHIP

This agreement is entered into as of the 1st day of April 2024 between the Township of Eagle, (the "Township") and Randy Jewell, ("Mr. Jewell" or the "Assessor").

WHEREAS, Mr. Jewell represents that he possesses the required certification to serve as the Assessor for Eagle Township; and

WHEREAS, the Township and Mr. Jewell hereby enter into an At-Will Employment Agreement, the terms of which are as follows:

- 1. **RESPONSIBILITIES:** Mr. Jewell shall serve as the Assessor for the Township and shall perform all of the duties and responsibilities required by law for the assessor of a general law township in the state of Michigan. During the term of this Agreement, Mr. Jewell shall have all licenses and certifications necessary to allow him to serve as the Assessor for the Township.
- 2. EMPLOYMENT AT-WILL: Mr. Jewell and the Township agree that their employment relationship is one at-will and either party may terminate this Agreement and Mr. Jewell's employment by the Township at any time, with or without cause, with or without notice and for any or no reason. This Agreement does not constitute a guarantee of continuing employment for any term.
- **3. COMPENSATION:** The Township agrees to pay the Assessor at a rate of \$13.75 per parcel for until April 1, 2026 at which time the rate shall change to \$14.00 per parcel for the remainder of the contract. The parcel count as established on January 31, 2024 is 1923 (real and personal) will be used for four (4) years, ending March 31st, 2028. The

parcel count at that time will be reviewed and the salary may be recalculated for a renewal period, unless otherwise agreed to in writing by both parties. Mr. Jewell acknowledges that such amount exceeds the minimum wage established by state or federal law. Further, Mr. Jewell and the Township acknowledge that they have considered the duties and responsibilities of the Assessor for the Township and that Mr. Jewell is a professional and an administrator for the Township as those terms are used in the federal and state law related to the entitlement to overtime compensation. Thus, Mr. Jewell is not entitled to overtime compensation.

- **4. BUSINESS EXPENSES:** The Township agrees to pay for any upgrades in software and annual support fees for such software as required to perform the duties of the Assessor for the Township. The Township shall also pay any and all postage required for annual assessment notices. No other expenses shall be reimbursed by the Township unless mutually agreed upon, in writing, by both the Township and Assessor.
- **5. FRINGE BENEFITS**: The Township shall provide the Assessor with coverage under the Township's general liability insurance policy and workers' compensation insurance. No other benefits are provided.
- **6. OUTSIDE EMPLOYMENT:** It is agreed that the Assessor has the opportunity to continue offering his assessing services to other municipalities, provided that such other employment shall not impair the Assessor's responsibilities to the Township.
- 7. GOVERNING LAW and CERTIFICATIONS: It is understood that the assessing for the Township must meet all of the requirements set forth by the laws of the state of Michigan and all rules, regulations and standards established by those Commissions and Boards acting on behalf of the State of Michigan. It is also understood that all required certification and continued education that is necessary to approve and sign the tax roll are to be maintained by the Assessor. Expenses incurred by the Assessor to maintain required licenses and certifications shall be paid by the Assessor and will not be reimbursed by the Township.
- **8. TERMINATION:** Either Party may terminate this Agreement by written notice at any time.

- **9. DISPUTES:** As a condition of employment, Mr. Jewell agrees not to commence any action, claim, or suit relating to his employment with the Township more than 182 calendar days after the date he knew or should have known that a claim existed or later than the applicable limitations period established by statute, whichever is less.
- **10. OTHER TERMS:** This Agreement was approved by the Eagle Township Board on February th, 2024. If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and the remaining provisions shall continue in full force and effect to the extent the economic benefits conferred upon the Parties by this Agreement remain substantially unimpaired.

Witnesses:	
	Randy L. Jewell, Assesor
	Troy Stroud, Supervisor Eagle Township



INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE RE-APPRAISAL SERVICES

This Agreement is entered into as of the 1st day of April 2024, between Randy Jewell, independent contractor, ("Mr. Jewell") and Eagle Township, (the "Township").

- 1. **SERVICES CONTRACTED** The Township agrees to engage the services of Mr. Jewell as an Independent Contractor, to perform annual re-inspection services as set forth below in exchange for compensation, paid according to this Agreement.
 - A. Mr. Jewell agrees to conduct and annual re-inspection of 20% of all properties in the Township each year over a 5-year period in order to comply with the State Tax Commission guidelines. Mr. Jewell will schedule inspections at his discretion so long as the objects of this contract are met.
 - **B.** The inspection process shall include, but not be limited to, mailing of notices to property owners at Mr. Jewell's expense, comparing the current assessment information currently on file at the Township with the actual property information found during the inspection and valuing and adding new construction to the assessment records and roll for the following year. Missing information shall be properly noted and identified on the assessment card and sketch in a manner consistent with State Tax Commission guidelines. New photos shall also be taken of the property.
- **TERM**-The term of this Agreement shall commence on April 1, 2024 and end on March 31, 2028. This Agreement may be terminated:
 - (a) by the Township: if Mr. Jewell fails to perform the services in a manner that complies with the requirements of this Agreement or that are otherwise unsatisfactory, or if Mr. Jewell otherwise breaches his obligations under this Agreement; or
 - (b) by Mr. Jewell: if the Township fails to make such payments as may be due under this Agreement or if the Township otherwise breaches its obligations hereunder.
 - 3. **COMPENSATION** The Township shall pay Mr. Jewell for services performed upon a billing from Mr. Jewell and completion of the inspections. Mr. Jewell shall be paid \$16 per re-

appraised parcel. There are currently 1,812 real property parcels therefore approximately 362 would be inspected each year.

- 4. SUPPLIES AND MATERIALS Except for assessment records and materials made available to Mr. Jewell for use in performing services for the township, Mr. Jewell shall supply all office space, tools, equipment or supplies, and retain such support staff as deemed necessary, at Mr. Jewell's sole option and cost. Mr. Jewell shall supply his own vehicle at his expense.
- **5. ASSIGNMENTS** This Agreement is not assignable and Mr. Jewell agrees to refrain from assigning and/or deleting any of Mr. Jewell's rights and/or obligations under this contract.
- **6. REQUIRED TAXES, INSURANCES, FEES AND DOCUMENTS-** Mr. Jewell agrees that he legally operates his own business and pays any federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business. Mr. Jewell agrees the Township will not be responsible for any such taxes, insurances, fees or other costs.
- 7. **COVENANT REGARDING TRADE SECRETS** Mr. Jewell acknowledges that Mr. Jewell has special and unique knowledge, skill and experience in providing services for the Township. Further, in performing services for the Township, Mr. Jewell may be given access to certain Trade Secrets, as defined below. Mr. Jewell agrees that the Trade Secrets, as defined below, are confidential and highly proprietary. Therefore, Mr. Jewell agrees not to disseminate, disclose, or discuss any information or facts concerning the business of the Township, including any tax or financial data, methods, processes, developments, lists, or plans of the Township, the "Trade Secrets." This obligation shall survive the termination of this Agreement at the end of its term or by either party.

Furthermore, the parties agree that a violation of this section regarding Trade Secrets will constitute irreparable harm to the Township entitling it to an injunction and any other legal or equitable remedies available to it. In the event that Mr. Jewell violates this term of the Agreement, the Township may pursue such injunctive or other relief in the courts of Clinton County, Michigan, or in any court of its choosing. Should a court grant the Township preliminary or permanent injunctive relief, the Township shall also be entitled to recover its actual attorney fees and costs incurred in obtaining such preliminary or permanent relief, regardless of the ultimate outcome of the litigation.

All rights in and title to proprietary or confidential information or Trade secrets supplied by each party shall remain with that party. Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary or confidential information or Trade Secrets by either party to the other shall be construed as granting to the receiving party either expressly, by implication, estoppel or otherwise, any rights by license or otherwise in any proprietary or confidential information, invention, copyright, Trade Secret, patent or improvement thereafter made, conceived, acquired, owned or controlled by the party furnishing the same, or for any such items made, conceived, acquired, owned or controlled prior to the date of this Agreement, nor any right to use on any basis proprietary or confidential information or Trade Secrets made available to the receiving party, except to fulfill the purposes of this Agreement.

- **8. NO JOINT VENTURE** This Agreement is not intended to be, and will not be construed as, a joint venture, partnership or other formal business organization. Neither party shall have the right or obligation to make any commitments or incur any obligations on behalf of the other part.
- **9. INDEPENDENT CONTRACTOR** While performing under this Agreement, each party shall act in the capacity of an independent entity and not as an employee of the other party.
- **10. BUSINESS OF INDEPENDENT CONTRACTOR** Mr. Jewell may engage in any other business and is not required to devote all of his energies exclusively for the benefit of the Township.
- 11. NO OFFICIAL DUTIES Mr. Jewell shall have no official duties under the terms of this Agreement nor shall he hold of be deemed to hold any elective or appointed office with the Township by virtue of same. No oath of office shall be required as a condition of this Agreement and no roll or other official or statutorily required document of the Township shall be authored or executed by Mr. Jewell under the terms of this contract.
- 12. COPIES OF DOCUMENTS Mr. Jewell agrees to provide copies of any or all requested documents confirming Mr. Jewell's business status including, but not by way of limitation, copies of incorporation paper, workers' compensation insurance, and liability insurance, if any, upon written request from the Township.
- 13. **SEVERABILITY** The provisions of this Agreement are severable. Should any provision of this Agreement be declared unenforceable, such declaration shall not affect the remainder, which shall be enforced according to its terms.

The parties have signed this Agreement on the aforementioned date.

On this	lst, d	ay o	f April	2024,	both	parties	hereby	agree	to 1	the	terms	and	conditions	stated
in this co		-	_			_	-	-						

Signed:	, Randy Jewell, Assessor
	, Tory Stroud, Supervisor

Dalman Investigations

6269 Green Rd Haslett, MI 48840 (517) 575-0074 ladalman@gmail.com

ladalman@gmail.com www.DalmanInvestigations.com

ADDRESS

Troy Stroud 14318 Michigan St. Eagle, Mi 48822



ESTIMATE#	DATE	
1014	01/15/2024	

DATE	DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
01/15/2024	Obtain Forensic Image of Data	Image Hard Drive	1	750.00	750.00
01/15/2024	Computer Forensic Examination and Analysis.	Computer Forensic Analysis	5	150.00	750.00

Estimate

TOTAL **\$1,500.00**

Accepted By Accepted Date



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

517.323.7500

517.323.6346

February 8, 2024

Eagle Township Eagle, Michigan

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

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

Scope of Services

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

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

- Perform a preliminary general "field review" of the Township's procedures by obtaining a general understanding of the Township's programs and financial procedures and then a detailed understanding of the same by reviewing documentation and discussions with management.
- Analyze current systems in place related to all significant accounting functions and potentially develop a detailed accounting manual to be utilized Township-wide to effectively and efficiently process accounting transactions, as necessary.
- ➤ If desired, we can train administrative staff on essential functions necessary for day-to-day operations while implementing and maintaining critical internal controls. This would include specific training on the Township's accounting software package if you convert to an accounting software.
- ➤ Develop and implement policies and procedures standardizing accounting functions across the Township, if needed.
- > Review of organizational structure and provide recommendations on opportunities for efficiencies, as needed.
- > Develop timelines and tasks lists on duties to be conducted and when they need to be completed.

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

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

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

Township Responsibilities

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

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

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

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

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

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

Maner Costerisan Responsibilities

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

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

Additional Terms and Responsibilities

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

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

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

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

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving the Township's account. We may share confidential information about the Township with these service providers but remain committed to maintaining the confidentiality and security of the Township's information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the Township's personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of the Township's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the Township's confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, the Township will be asked to provide its consent prior to the sharing its confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by a such third-party service provider.

In connection with this engagement, we may communicate with the Township or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication or e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, the Township agrees that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the Township agrees that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless the Township has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

The Township agrees that our maximum liability for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

Eagle Township and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the appropriate court of the County in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Fees and Costs

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

Associate	\$ 190
Manager	235
Senior Manager	270
Principal	395

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

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

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

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

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

<u>Team Member Level</u>	<u>Hourly Rate</u>
Principal Manager/Senior Manager Associate Administrative	\$ 275 - 395 200 - 270 150 - 200 100 - 200

Maner Costerisan may perform additional	l services upon receipt of	f a request from th	e Township witl	h terms and
conditions that are acceptable to the Tow	nship and Maner Coster	isan.		

Many Costeinan PC

Acceptance

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

This letter correctly sets forth the understanding of Eagle Township:

Ву:	_		
Title:			
Date:			