



Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742
Email: milton@miltontwp.org Website: www.miltontwp.org

Agenda for Milton Township Regular Board Meeting Milton Township Hall - 32097 Bertrand St., Niles, MI Tuesday, November 15th, 2016 7:00 P.M.

Call to Order/Pledge of Allegiance:

Community Reports:

1. Planning Commission Ex Officio Member
2. Other committee chairs
3. Visiting officials

Anyone Wishing to Speak to the Board: (3 min/person)

Board Member Comments:

Approval of Agenda:

Approval of Previous Minutes:

Business (w/attendees):

Old Business:

1. Rental Updates
2. Law Enforcement Pilot Update
3. Personnel Manual

New Business:

1. Edwardsburg Fire Inter-local Agreement
2. SMCAS Lease Agreement
3. Flu Shots
4. Appointment of PC Member
5. Appointment of BOR Members
6. Administrative Assistant Hourly Change

Financial Report:

1. Review of Township Budget
2. Financial Reports
3. Approval of Checks

Adjournment:



Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742
Email: milton@miltontwp.org Website: www.miltontwp.org

**Unofficial Minutes for Milton Township Board of Trustees
Special Board Meeting
Milton Township Hall - 32097 Bertrand St., Niles, MI
Tuesday October 13, 2016 7:00 P.M.**

The meeting was called to order at 7:00pm and the pledge was recited.

Board Members Present: Robert Benjamin, Clerk Steve Sante, Treasurer Susan Flowers, Trustee Eric Renken Trustee (Arrived 7:20pm) and, Kelly Sweeney

Others Present: Chris Braden, (Grounds Keeper) Cori Buchar, (Administrative Assistant) Eileen Glick, (Zoning Administrator) Catherine Kaufman (Township Attorney)

Benjamin began the meeting by discussing how the meeting would "work". He went on to say that closed session is the right of anybody. Revie Stewart, whom was absent for the meeting, waived her right to a closed session.

Chris Braden began by reading several E-mails from Cori Buchar and Susan Flowers that he felt were harassment. He also recounted many incidents that we felt were harassment. The incident that occurred on September 7, 2016 angered him. He was mowing the grass on that date and said Buchar and Glick came out and began laughing and pointing at the way he had trimmed the bushes.

Braden said that he felt harassed by these actions and the E-mails and wanted it to stop. He asked that harassment charges be placed in the files of these two employees.

Benjamin indicated to Braden that it is in the job description of the administrative assistant to report safety concerns to the grounds keeper and that these E-mails were not to harass him. Benjamin went on to say that better communication is needed between Braden and Buchar.

Eileen Glick then spoke. She indicated she would be offended if harassment charges were placed in her file. She reviewed several ways in which Braden is not performing his tasks adequately.

Cori Buchar then spoke. Buchar indicated that harassment charges against her are unfounded. She also reviewed several ways in which Braden's work around the township hall is not adequate.

The following board member comments were made:

Sweeney indicated the bushes in front of the building are of a poor quality and indicated that Braden trimmed the bushes just as he had asked.

Flowers indicated that the bushes had not been cut since the building was built. She asked Cori and Eileen if they harassed Braden.

Employee Reviews:

The BOT then provided employee performance reviews for Buchar and Glick. Both were offered closed sessions and declined.

Glick

Benjamin was happy with how Glick dealt with the gravel pit issues. These issues have not been taken care of in at least ten years.

Sweeney indicated there were no problems with Glick as far as the PC was concerned.

Buchar

Flowers indicated that Buchar had done a good job trying to get issues with the floor resolved. Sante indicated that she had been very helpful in getting election tasks completed. Benjamin indicated that there are sometimes disconnects on attitude when requests for work are made.

Employee Duties & Hours:

Buchar prefers working forty hours and leaving early on Friday. Stewart can't work past 5pm due to certain constraints. Benjamin suggested going to an hourly rate for the administrative assistant position.

Closed Session:

Motion: Benjamin made a motion to go into closed session per MCL 15.268 sub-paragraph H to review a legal opinion

Second Sweeney

Discussion: None

Roll Call: Flowers Y, Renken Y, Sante Y, Sweeney Y, Benjamin Y.

Motion Carried

The board returned into open session at 9:05pm.

Motion: Benjamin made a motion indicating it recognizes and appreciates Braden's concerns and after review the actions of Buchar and Glick do not raise up to harassment. There is a need for respectful communication moving forward.

Second: Sante

Roll Call: Flowers Y, Renken Y, Sante Y, Sweeney Y, Benjamin Y.

Motion Carried

Adjournment:

Motion: Sweeney made a motion to adjourn at 9:18 pm

Second: Renken

Discussion: None

Motion Carried Unanimously



Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742
Email: milton@miltontwp.org Website: www.miltontwp.org

**Unofficial Minutes for Milton Township Board of Trustees
Regular Board Meeting
Milton Township Hall - 32097 Bertrand St., Niles, MI
Tuesday October 18, 2016 7:00 P.M.**

The meeting was called to order at 7:00pm and the pledge was recited.

Present: Supervisor Robert Benjamin, Clerk Steve Sante, Treasurer Susan Flowers, and Trustee Kelly Sweeney

Absent: Trustee Eric Renken

Community Reports:

Fire Board: Benjamin reports the Township is working on a contract with the EFD. The current contract is for three years and State law requires it be six years. The Townships of Jefferson, Ontwa, and Milton are working on getting it revised.

Visiting Officials: None Present

Other Committee Chairs: No Reports Given

Anyone wishing to speak from to the board: William Haas and Tim Simpson were present and spoke on their desire to create a medical marijuana facility in the area. They asked that the Township work with them to meet the zoning ordinance requirements for the facility to move forward.

Benjamin suggested that they contact the ZA to see how the new ordinance will effect what they want to do. Benjamin went on to say that they should not focus on the current ordinance as it will be replaced in the coming months.

Sweeney indicates the current zoning allows care givers to service five clients and themselves.

Board Member Comments:

Sante reports that QuickBooks has been working well since the BOT approved having it repaired.

Approval of Agenda

#3 Request to discuss landscaping

#4 Construction proposal

Approval of Previous Minutes

Motion: Flowers made a motion to approve the September 20, 2016 minutes as presented.

Second: Sante

Discussion: Benjamin indicated the minute's show him voting at a meeting he was not present for.

Motion: Benjamin made a motion to amend the original motion to remove his vote from the approval of checks.

Second: Flowers

All Voted Yes

Motion Carried

The amended motion carries with all voting yes.

Old Business:

Rental Updates:

Flowers reports that seven events have been booked for the Great Hall. Benjamin is working on the contract with SMCAS for their use of the OTH.

Law Enforcement Pilot Update: Tabled

New Business

Election:

Sante discussed the November election and the needs for some additional supplies. Benjamin indicated if needed he would approve the purchase of those supplies on an emergency basis.

Personnel Manual:

Benjamin indicates the personnel manual is being reviewed by the Township Attorney and plans to have a draft available for review and the next meeting.

Motion: Benjamin made a motion to move oversight of the Grounds Keeper position to Sweeney.

Second: Sante

Discussion: None

All Voted Yes

Motion Carried

Construction Proposal:

Three proposals to repair damage to the EFIS siding were presented.

Motion: Flowers made a motion to approve the HGR Construction proposal.

Second: Benjamin

Discussion: All three bids were reviewed. Both Sante and Sweeney recommended using the lowest bid.

The motion failed as all voted no

Motion: Flowers made a motion that we approve the bid from Robert Clayton Plastering and Drywall.

Second: Sweeney

All Voted Yes

Motion Carried

Financial Report

Review of Budget:

Motion Benjamin made budget Resolution 2016-23R:

Computer & Software	+500
Election Legal Notices	+20
Assessor BSA Software	-2,000
Assessor Software	+2,650
Election Mach. Programing	-\$1,500

Second: Sweeney

Discussion: None

Roll Call: Flowers Y, Sante Y, Sweeney Y, Benjamin Y

Motion Carried

Flowers indicated the township funds total \$516,727.52

Approval of Checks

Motion: Sante made a motion to approve checks as written with the following additions

John Dobberteen Inspections	\$140.00
U.S. Postal Service	\$311.70

Second: Benjamin

Discussion: Flowers has additional invoices from Dobberteen to be paid.

Motion: Flowers made a motion to amend the original motion to add a check of \$464 to John Dobberteen Inspections

Second: Sweeney

All Voted Yes

Motion Carried

A roll call voted occurred for the amended motion:

Roll Call: Flowers Y, Sante Y, Sweeney Y, Benjamin Y

Motion Carried

Adjournment:

Motion: Sweeney made a motion to adjourn at 7:49pm

Second: Flowers

Discussion: None

All Voted Yes

Motion Carried

**INTERLOCAL FIRE DEPARTMENT AGREEMENT
BETWEEN THE TOWNSHIPS OF ONTWA, MILTON AND JEFFERSON**

INTERLOCAL FIRE DEPARTMENT AGREEMENT made this ____ day of _____, 20____, by and between the TOWNSHIPS OF ONTWA, MILTON and JEFFERSON of Cass County, Michigan (hereinafter "Townships").

WITNESSETH:

WHEREAS, 1951 P.A. 35, as amended (MCL 124.1 et seq); 1951 P.A. 33, as amended (MCL 41.801 et seq) and 1967 (ex sess.) P.A. 7, as amended (MCL 124.501 et seq.) provide authority for adjoining Townships to enter into inter-governmental contracts for the furnishing of fire protection and other services jointly, which each could furnish separately; and for the establishment of a joint fire board; and

WHEREAS, the Townships have cooperated in the past in furnishing fire protection services throughout their respective jurisdictions; and

WHEREAS, each Township individually deems it necessary and appropriate to continue a mutual fire protection agreement for the furnishing of fire protection services throughout their respective jurisdictions; and

WHEREAS, the Townships desire to continue the cooperative operation for a fire department under the conditions, terms and limitations hereinafter set forth;

NOW THEREFORE IN CONSIDERATION OF THESE PROMISES IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Establishment.

Pursuant to the foregoing public acts, the parties hereto hereby create and re-establish the Edwardsburg Fire Department (hereinafter "Fire Department") as a separate administrative entity and public body, with such authority, duties and subject to such limitations as herein set forth.

2. General Purpose.

The general purpose of the Fire Department is to provide fire protection and emergency service, together with such additional service as may subsequently be delegated to the Fire Department by the above named Townships throughout the following described areas:

- A. The Township of Ontwa;
- B. The portion of the Township of Milton as established by Board of Trustees' action and/or resolution.

- C. The portion of Jefferson Township as established by Board of Trustees' action and/or resolution.

3. Management.

The Fire Department shall be governed, managed and controlled by a Fire Board (hereinafter "Board"), consisting of two individuals appointed by each township board and one member-at-large appointed by the Fire Board who is a resident of one of the member townships. The terms shall be for a period of six years or until a successor is appointed except that one member first appointed by each member township to the Fire Board shall have initial terms of four years and until a successor is appointed, to effect staggered terms. A member may be removed by resolution of the appointing legislative body for any reasons without the consent of the other members or the Fire Board. The board of each township may appoint one alternate member to act during the absence, disability or temporary disqualification of the principal Board member representing that municipality. Such appointments shall be made by resolution for the respective township boards. Likewise, the Fire Board may appoint one alternate member at large who is a resident of one of the Townships subject to the same conditions as set forth above. The Fire Chief of the Fire Department shall be an ex-officio non-voting member of the Fire Board and shall operate in an advisory capacity.

Said Board shall meet in open meeting sessions, properly noticed in accordance with the Open Meetings Act of the State of Michigan, not less than once every three (3) months during each calendar year. Except as otherwise provided in the within Agreement, all action of the Board shall be by majority vote of a quorum of the membership. A quorum shall consist of four members. Members must be present in order to vote on any issues presented to the Board. At its first meeting following appointment, and on or before April 1st of each year, the Board shall elect a Chairman, Vice-Chairman, and Secretary who shall serve until the next annual meeting held prior to April 1st, and until their successors are elected and qualified.

The Fire Chief and/or his secretary shall act as Treasurer. The Treasurer shall be a nonvoting member of the Fire Board. The Treasurer shall collect and disburse all funds and have custody of all funds and the Fire Board's checking account. The Treasurer shall be bonded. All checks shall be signed by both the Chairman of the Fire Board and the Treasurer.

The Board may adopt such by-laws, rules and procedures, not inconsistent with this Agreement, as it shall determine necessary for its internal operation and procedures. Minutes shall be taken of all Board meetings showing all actions taken by the Board and shall be distributed within eight (8) days of said meeting to the Clerk of each member unit and to each Fire Board member.

4. Board Authority.

The Fire Board shall have full responsibility for the management and operation of the Fire Department including, without limitation, the hiring of a fire chief, deputy chief and other fire department officers and firemen; the training of all fire personnel in accordance with the requirements of state law; determination of wages for all fire personnel within budget

appropriations approved by the respective legislative bodies of each member unit; the job description, duties and responsibilities of all Fire Department personnel; the preparation of an annual budget which it shall submit to the legislative body of each member unit for approval or disapproval; the preparation and submission of an adjusted annual budget in the event the initial budget is rejected by either legislative body of the member units, which preparation and submission shall continue until the legislative bodies of the member units have jointly approved said budget; the securing and maintaining of liability insurance covering all capital assets owned or operated by the Fire Department, the personnel of the Department, and third parties who may be injured or damaged by the operations of the Department; the maintenance and repair of all Fire Department equipment and assets owned or utilized by the Fire Department; the adoption of rules, policies and by-laws governing the operation of the Fire Department and its personnel; and the negotiating and execution of mutual aid fire protection agreements with adjoining municipalities whose territory is not specifically covered by the within Agreement.

The budget recommended by the Fire Board may include a capital improvement fund designed for the expected acquisition of new facilities and equipment.

5. Property and Fire Station.

The Fire Department shall be operated from a central fire hall and from such locations as may be determined by the Fire Board subject to any necessary financing for the acquisition of such facilities as may be approved by the respective legislative bodies of the member units. Acquisition shall include leasing or purchase of such facilities.

Any facilities or equipment owned by the Fire Board shall be considered owned by each of the participating member units as tenants in common in the ratio of their respective Taxable Values within the service boundaries at the time of acquisition.

Any fire station, real estate or fire equipment owned by a township individually and utilized by the Fire Board shall continue in the ownership of the township unless purchased or leased by the Fire Board under terms and conditions acceptable to all townships and the Fire Board.

6. Insurance.

Any fire equipment or facilities utilized by the Fire Board shall be insured by the Fire Department in amounts not less than the replacement cost of similar equipment or facilities with loss payable to the owner or owners of such facilities or equipment, and to the Fire Board as their respective interests may exist.

7. New Facilities or Equipment.

Any new facilities or equipment acquired by the Fire Board shall be owned by the Townships as tenants in common in the ratio of their respective Taxable Values within the service boundaries at the time of acquisition with the understanding that the Fire Board shall be the party in charge of the operation and use of such facilities and equipment.

8. Fiscal Year.

The Fire Department fiscal year shall be co-equal to one of those fiscal years established by the State of Michigan for township boards and may be changed only by written mutual agreement of the townships.

9. Contribution for Operating Expenses.

The annual approved budget for operation, maintenance and capital expenditures of the Fire Department, including insurance, lease payments, and any and all other expenditures, shall be supported by contributions from each of the participating Townships in proportion to their respective Taxable Values unaffected by any tax abatement granted particular businesses, farms or industries. Each township's contribution shall be equal to the value of One (1.000) mill of the most recent year's taxable value of real property located within the boundaries established as of the date of this agreement independently by each participating township (subject to any Headlee Rollback), with the minimum contribution being .90 mills. A participating Township may modify its boundaries, subject to Township Board approval, in consultation with the Fire Board.

Payments shall be made by the participating Townships to the Fire Board on a rolling basis, as the assessments and/or millages are collected. Billings may be made on an estimated basis, with adjustments for any differences between estimates and actual costs and expenses being made at the end of the fiscal year of the Fire Department, by credits on subsequent billings or by supplemental billings, as the case may be. Such sums may later be adjusted subject to participating Township(s) Boards of Review determinations or Michigan Tax Tribunal determinations/decisions. Any such adjustments shall be made by the end of the fiscal year (ie., on or before March 31 of each year), preceding any annual renewal of this Agreement.

In the event of unforeseen emergency operating expenses occurring beyond the budget appropriations, the Fire Board can request additional payment from each member Township. Any such additional payments must be authorized by a majority vote of the respective member's Township Boards.

10. Financial Statements.

The Fire Board, through its Treasurer, shall prepare and circulate to the Clerk of each Township a final year-end statement.

11. Annual Audit.

The financial records and books of the Fire Board shall be audited annually by a certified public accountant. The final audit report shall be circulated by the Fire Board to each of the Clerks of the Township.

12. Bonding.

All officers and employees of the Fire Board who handle Fire Department funds shall be bonded in such amounts as the Fire Board shall determine to protect the public funds against any loss or misuse.

13. Acceptance of Gifts.

The Fire Board is authorized to accept gifts, grants or bequests for use in its fire protection service.

14. Agreement Term.

This Agreement shall continue for an initial term of four years from the date hereto, and shall be automatically renewed for additional successive terms of four years each, unless written notice is given by a township board of that party's intent to withdraw from the Agreement at least one hundred twenty (120) days prior to the end of the contract term. In all cases, such written notice of intent to withdraw from the Agreement shall be given on or before November 30.

If such notice is given, the assets of the Fire Board shall be divided between the townships in the ratio of their respective Taxable Values within the service boundaries at the time of termination based upon the cost less depreciation as determined on the books of the Fire Board. Any equipment furnished by the member unit shall be returned to the respective member unit and shall not be accounted for in the apportionment of assets of the Fire Department unless the Fire Board has paid for the particular item or items of equipment. In the event of any dispute concerning the distribution of the assets, the dispute shall be resolved by binding arbitration in the following manner. Each township shall appoint an arbitrator within two weeks of receipt of notice from the other member unit of the need for arbitration. The three appointed arbitrators shall select a fourth arbitrator. The four arbitrators shall conduct an investigation and hearing on the dispute within a period of two weeks following the appointment of the fourth arbitrator, and shall render a decision on the distribution. Such decision shall be binding upon the Townships and shall be enforceable in circuit court. Each township shall be responsible for the costs of its appointed arbitrator and the fourth arbitrator's cost shall be shared by each Township in the ratio of its Taxable Value within the service boundaries.

In the event the Township arbitrators are unable to agree upon a fourth arbitrator, the fourth arbitrator shall be selected by the probate judge of Cass County.

Any outstanding indebtedness incurred by the Fire Board on behalf of the Fire Department shall be assumed and paid by the member units in proportion of their current Taxable Value within the service boundaries of each participating township at the time of termination. Each Township shall identify and hold harmless the other Township(s) from any liability for the obligations of the indemnitor hereunder.

15. Priority.

The terms of this Agreement shall govern and be superior to all by-laws, rules, policies, job descriptions and other written documents developed by the Fire Board, the fire chief, or the Fire

Department personnel. In the case of conflict between this Agreement and any other such document, this Agreement shall control.

16. Dispute Resolution.

Any unresolvable disputes which may arise in the performance or administration of the within Agreement shall be resolved by arbitration as herein before provided under Section 14.

17. Miscellaneous.

A. This Agreement and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and agreed upon assigns.

B. All notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated below, or such other address or addresses as shall be specified by the parties hereto from time to time, and may be served or transmitted in person or by ordinary mail properly addressed and with sufficient postage thereon.

Ontwa Township, P.O. Box 209, Edwardsburg, MI 49112

Jefferson Township. 24725 Jefferson Center Rd., P.O. Box 188, Cassopolis, MI 49031

Milton Township, 32097 Bertrand Street, Niles, MI 49120

C. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.

D. Waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

E. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect.

F. It is contemplated that this Agreement will be executed in triplicate counterparts, each of which shall constitute an enforceable Agreement.

G. This Agreement represents the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are merged herein and otherwise shall be of no further force or effect.

- H. The captions in this Agreement are for convenience only and shall not be considered a part of this Agreement or in any way to amplify or modify the terms and provisions hereof.
- I. This Agreement shall be enforceable only by the parties hereto and their successors in interest, by virtue of a permitted assignment, and no other person shall have the right to enforce any of the provisions contained herein.
- J. The within Agreement may only be amended by mutual written amendment signed by the member units by authority of their legislative bodies.
- K. Until the Fire Board herein contemplated has been appointed, has organized and retained needed personnel for the operation of the Fire Department, including volunteer firemen, fire protection shall continue to be furnished in the manner that it has been furnished by the townships immediately prior to the execution of this Agreement, in order to avoid any interruption in fire protection service.

IN WITNESS WHEREOF Ontwa, Milton and Jefferson Townships have executed this Agreement by authority of their Board of Trustees granted by resolution of said Board at a duly called meeting held on the 14 day of November, 2016.

Signed in the presence of:

J. Bucketh

ONTWA TOWNSHIP a Municipal Corporation

By: *John F. Benson*
 Supervisor

By: *Uma M. VanBelle*
 Clerk

MILTON TOWNSHIP a Municipal Corporation

By: _____
 Supervisor

By: _____
 Clerk

JEFFERSON TOWNSHIP a Municipal Corporation

By: _____
 Supervisor

By: _____
 Clerk

MUNICIPAL PROPERTY LEASE

This Lease (the "Lease"), is effective as of December 1st, 2016 and is entered into between the Township of Milton, a political subdivision of the State of Michigan, whose address is 32097 Bertrand, Niles, Michigan 49120, ("Lessor"), and Southwestern Michigan Community Ambulance Service ("SMCAS"), an ambulance authority established under the Urban Cooperation Act of 1967, ("Lessee"), whose address is 2100 Chicago Road, Niles, Michigan 49120.

1. Premises. Lessor leases to Lessee the property located at 32101 Bertrand Street, Niles, Michigan 49120, in Milton Township, Cass County, Michigan (the "Premises"), together with all improvements thereon; said Premises is commonly referred to as the "Old Township Hall".

2. Term & Renewal Options.

a. Initial Term. The initial term of this Lease shall be one (1) year commencing on December 1st, 2016, (the Commencement Date), and expiring on November 30th, 2017 (the "Initial Term").

b. Renewal Option Periods. Lessee shall have the option to renew this Lease annually. Said Lease will renew automatically unless terminated as set forth below, or unless either party indicates in writing at least thirty days prior to the end of the Initial Term Lease period that it does not intend to renew the Lease. For the purposes of this Lease, a reference to the "term" of this Lease includes any Renewal Period.

c. Termination of Lease. The Lease may be terminated by the Lessor or the Lessee if one or more of the following should occur:

- i. If either party is in substantial breach of the terms of this Lease; or
- ii. If the Lessor and Lessee agree in writing to terminate the lease.

3. Rent.

a. Base Rent. Lessee shall pay rent on the 31st day of the term of this Lease; the first rent payment is due on December 31st, 2016. Rent payments shall be made to Lessor at its address shown above or any other place designated in writing by Lessor. Yearly rent payments shall be as set forth below for the given periods of time:

- i. For the period from December 1st, 2016 through November 30th, 2017, the rent payment shall be One and no/100 (\$1.00) Dollar per year;
- ii. For Renewal Period One, the rent payment shall be One and no/100 (\$1.00) Dollar per year.

b. **Additional Rent.** Lessee agrees to be responsible for the payment of all of the utility services for the Premises, including water and sewer, gas, electricity, cable and other services delivered to the Premises. All utilities shall be paid for promptly on receipt of the billing from the utility companies. All other services contracted for by Lessee shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise. Lessor shall provide, at no cost to the Lessee, all internet services. Lessee shall receive the same services as provided to Lessor. Any upgrades shall be at the sole cost of the Lessee.

c. **Security Deposit.** No security deposit shall be due in order to lease the Premises, unless specified and agreed to by Lessor and Lessee in advance of any renewal period.

4. **Improvements.** The Lessee shall have the right to make improvements to the "Premises" including but not limited to structural changes. Any such improvements shall be at the sole cost of the Lessee. Prior to making any such improvements, Lessee shall provide to Lessor detailed bids and/or drawings for the Lessor and/or its agent for review and approval. Any review and/or approval shall be completed within thirty (45) days. Improvements will not be commenced without the prior written approval of the Lessor. Approval will not be unreasonably withheld.

5. **Signs.** Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the building(s) located on the Premises without the prior written consent and approval of Lessor, which will not be unreasonably withheld.

6. **Acceptance of Occupancy.** Lessee shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and common areas, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises and common areas as is.

7. **Use.** The Premises are to be used and occupied by Lessee for the operation of an ambulance/emergency services office and for no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations.

8. **Expenses.** Lessee shall pay all costs and expenses incurred in operating, managing, and maintaining the Premises, including the maintenance and repair of the interior and exterior of the building located on the Premises.

9. **Repairs and Maintenance.** Lessor shall not be responsible for costs or expenses in maintaining the Premises; Lessee shall be responsible for these costs and expenses. Lessee shall be responsible for the exterior of the building(s) located on the Premises, including walls, roof, subsurface walls, and floor and including painting, structural maintenance, repair, and

replacement, and for the replacement of the furnace and hot water heater. Lessee shall be responsible for maintaining, repairing, and replacing any damage to the Premises that are caused by the negligence or intentional acts of Lessee or which occur in connection with Lessee's use of the building and which is beyond normal wear and tear. At all times, Lessee shall be obligated to repair and maintain the Premises at Lessee's expense. The Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Lessor shall maintain in good condition all sidewalks and driveways and parking lots adjacent to the Premises, shall regularly sweep those areas and pick up any trash or debris in the area, and during the winter months, Lessor shall keep the Premises clear of snow and ice. Lessor shall maintain the lawn area, if any, in good condition, including regular mowing of the lawn.

10. Surrender of Premises. Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.

11. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises.

12. Taxes and Assessments. Lessee shall pay all personal property taxes and assessments levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee. Payment of these expenses shall be made in accordance with Section 3(b) of this Lease.

13. Alterations. Lessee may remodel and make improvements to the premises only with the prior written approval of Lessor. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.

14. Assignment and Subletting. Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases. Lessor shall not lease any portion of the Premises to any entity without the permission of the Lessee. Permission will not be unreasonably withheld.

15. Trade Fixtures. All trade fixtures and moveable equipment (except heating units, air conditioning units, and water heaters) installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

16. Insurance. Lessor, at its own cost, shall obtain insurance on the Premises and building located on the Premises against loss or damage under a policy or policies of fire and extended

coverage insurance, including additional perils, and Lessee shall be a named insured on said insurance policy. Lessee shall indemnify Lessor and keep Lessor harmless from any liability or claim for damages that may be asserted against Lessor because of any accident or casualty occurring on or about the Premises. Lessee shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability and property damage insurance with an insurance company approved by Lessor, with liability coverage of not less than \$1,000,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$1,000,000.00 for damage to property. Lessor shall be a named insured party on the above-referenced policy of public liability and property damage. Lessee shall furnish Lessor with certificates or other evidence acceptable to Lessor indicating that the insurance is in effect and providing that Lessor shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy or policies. The insurance policies may also contain a waiver of subrogation clause exempting Lessor or Lessee from any liability for any insured loss.

17. Lessee's Liability. All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.

18. Destruction of Premises. If the Premises are partially damaged or destroyed (including destruction due to an Act of God or other force internal or external to the Premises) through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction, if the destruction was not caused by Lessee. If the Premises are totally destroyed (including destruction due to an Act of God or other force internal or external to the Premises) through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

19. Mutual Releases. Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection

with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

20. Condemnation. If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises that is awarded for the taking shall be payable to and be the sole property of Lessor.

21. Indemnity. Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Lessee's use of the Premises, except for liability resulting from the intentional acts or gross negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

22. Default and Reentry. If Lessee does any of the following:

- a. defaults in paying any sums to Lessor when due, including rent and additional rent, and does not cure the default within 10 days;
- b. defaults in performing any other covenant or condition of the Lease and does not cure the other default within 30 days after written notice from Lessor specifying the default; or
- c. dissolution;

then Lessor may terminate this Lease as provided for in Section 2.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease, Lessor may, on failure of Lessee to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Lessee for any loss or damage that occurs by reason of that action, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

23. Subordination. This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a

reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed so long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor Lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation with respect to a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

24. Notices. Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

25. **Lessee's Possession and Enjoyment.** Lessee, on payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

26. Entire Agreement. Unless written terms are added by agreement of the parties, this Agreement shall be the entire Agreement of the parties regarding the terms and conditions of the lease. Should additional written terms be added, the duties and obligations of the parties shall be determined based upon the terms and conditions set forth in this Agreement and any amendments thereto.

27. Waiver. The failure of the Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

28. **Lessor's and Lessee's Fees and Expenses.** Any reasonable fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

29. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

30. Time of the Essence. Time shall be deemed to be of the essence in the performance of this Lease.

LESSOR: TOWNSHIP OF MILTON

LESSEE: SOUTHWESTERN
MICHIGAN COMMUNITY
AMBULANCE SERVICE

By: _____
Robert Benjamin
Its: Supervisor

By: _____
NAME
Its: Director

By: _____
Steve Sante
Its: Clerk

By: _____

Its:

Flu Shot Policy

Milton Township wants to promote a healthy environment for its employees, staff, and elected officials. Due to the constant interactions with the public, Milton Township provides yearly flu-shots for all employees, staff, elected officials, deputies, planning commission members, Board of Review members and their immediate family members (spouse and children). Children under the age of 26 are covered under this benefit. The flu-shots will be coordinated by the township supervisor and will be paid for by the Milton Township.

The Milton Township Board of Trustees will provide adequate funding to cover the flu shots.

Hourly Version

Administrative Assistant Salary

Effective 11/27/2016 and in response to United States Government Overtime Rule, Milton Township is changing the way the Administrative Assistant is paid.

The work week will start on Sunday and end on Saturday. A full-time work week is 40 hours. Hours over 40 hours in any one week is considered overtime.

The Administrative Assistant salary will change to hourly at a rate of \$16.10 an hour. Overtime shall be paid at time and a half which would currently be \$24.15 an hour.

The hours of the Administrative Assistant will be from 8:45am to 5:15pm. A 30 minute unpaid lunch breaks shall be provided each work day that has more than 6 hours. These unpaid lunch breaks will be arranged by the Administrative Assistant's managing supervisor.

The Administrative Assistant will be paid for any emergency closures as declared by the Milton Township supervisor.

The Administrative Assistant will submit a weekly timesheet to her managing supervisor each Friday for the current week.

Salary Version – Covering Events as part of the job

Administrative Assistant Salary

Effective 11/27/2016 and in response to United States Government Overtime Rule, Milton Township is changing the way the Administrative Assistant is paid.

The work week will start on Sunday and end on Saturday. A full-time work week is 40 hours.

The Administrative Assistant salary will be \$47,476 a year paid twice a month.

The hours of the Administrative Assistant will be from 8:45am to 5:15pm. The Administrative Assistant will also cover township rental events, no more than 2 per calendar month.

The Administrative Assistant will be paid for any emergency closures as declared by the Milton Township supervisor.

Salary Version – With Overtime over 40 hours

Administrative Assistant Salary

Effective 11/27/2016 and in response to United States Government Overtime Rule, Milton Township is changing the way the Administrative Assistant is paid.

The work week will start on Sunday and end on Saturday. A full-time work week is 40 hours. Hours over 40 hours in any one week is considered overtime.

The Administrative Assistant salary will be \$33,480 a year paid twice a month. Overtime will be paid out at a rate of \$24.15 an hour.

The hours of the Administrative Assistant will be from 8:45am to 5:15pm Monday through Thursday and on Friday from 11:15am to 5:15pm on Fridays. The Administrative Assistant will also cover township rental events, no more than 2 per calendar month.

The Administrative Assistant will be paid for any emergency closures as declared by the Milton Township supervisor.

The Administrative Assistant will submit a weekly timesheet to her managing supervisor each Friday for the current week.



Overtime Final Rule and State and Local Governments

State and local governments: The Fair Labor Standards Act ("FLSA") has long applied to state and local governments. The FLSA and the Department's regulations, however, contain some unique provisions applicable only to public sector workers, notably the permitted use of compensatory time off, under certain conditions. These provisions will help state and local governments adapt to the overtime final rule.

Overtime Final Rule: The Department of Labor's final overtime rule updates the salary level required for the executive, administrative, and professional ("white collar") exemption to ensure that the FLSA's intended overtime protections are fully implemented, and it provides greater clarity for white collar workers and their employers, including for state and local governments. The rule also will lead to better work-life balance for many workers, and it can benefit employers by increasing productivity and reducing turnover.

The final rule updates the salary threshold under which most white collar workers are entitled to overtime to equal the 40th percentile of weekly earnings of full-time salaried workers in the lowest wage Census region, currently the South. The final rule raises the salary threshold from \$455 a week (\$23,660 for a full-year worker) to \$913 a week (\$47,476 for a full-year worker) effective December 1, 2016.

The FLSA and State and Local Governments

Neither the FLSA nor the Department's regulations provide a blanket exemption from overtime requirements for state and local governments, nor for public sector workers. However, the FLSA contains several provisions unique to state and local governments, including compensatory time ("comp time").

Comp time: Pursuant to an agreement with employees or their representatives, state or local government agencies may arrange for their employees to earn comp time instead of cash payment for overtime hours. Any comp time arrangement must be established pursuant to the applicable provisions of a collective bargaining agreement, memorandum of understanding, any other agreement between the public agency and representatives of overtime-protected employees, or an agreement or understanding arrived at between the employer and employee before the performance of the work. This agreement may be evidenced by a notice to the employee that compensatory time off will be given in lieu of overtime pay (for example, providing the employee a copy of the personnel regulations). The comp time must be provided at a rate of one-and-one-half hours for each overtime hour worked. For example, for most state government employees, if they work 44 hours in a single workweek (4 hours of overtime), they would be entitled to 6 hours (1.5 times 4 hours) of compensatory time off. When used, the comp time is paid at the regular rate of pay.

Most state and local government employees may accrue up to 240 hours of comp time. Law enforcement, fire protection, and emergency response personnel, as well as employees engaged in seasonal activities (such as employees processing state tax returns) may accrue up to 480 hours of comp time. An employee must be permitted to use comp time on the date requested unless doing so would "unduly disrupt" the operations of the agency.

Fire and police small-agency exemption: The FLSA also provides an exemption from overtime protection for fire protection or law enforcement employees, if they are employed by an agency that employs fewer than five fire protection or law enforcement employees, respectively.

“Work periods” rather than “workweeks” for fire protection or law enforcement employees: Employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis, rather than the usual 40-hour workweek of the FLSA. A “work period” may be from 7 consecutive days to 28 consecutive days in length. Overtime compensation is required when an employee’s hours worked in the work period exceed the maximum hours outlined in a formula in the Department’s regulations. For example, for a law enforcement employee who works a 14-day work period, the Department’s regulations provide that she must receive overtime compensation after working 86 hours in the work period. See FLSA [Fact Sheet #7](#) and [Fact Sheet #8](#) for more information.

Impact Is Limited by Other Rules and Exemptions:

Many employees of state and city governments won’t be affected by the final rule:

- *Hourly workers*: The new threshold will have no impact on the pay of workers paid hourly. Generally, all hourly workers—including those employed by state and local government—are entitled to overtime pay or comp time regardless of how much they make if they work more than 40 hours. Nothing in the new rule changes that.
- *Workers with regular workweeks of 40 or fewer hours*: To the extent that many salaried white-collar staff in state and local government have office jobs where they work no more than 40 hours, the changes to the overtime rules will have no effect on their pay. Additionally, for law enforcement and fire protection employees who regularly work hours that conform to the longer work periods permitted for such employees, the changes will also not impact their pay.
- *Workers who fail the duties test*: Salaried workers who do not primarily perform executive, administrative, or professional duties are not eligible for the white collar overtime exemption and therefore are not affected by the final rule. Those employees already should be getting paid overtime for any hours they work over 40 in one week (or the applicable work period maximum for fire protection and law enforcement employees), as long as comp time is not available.
- *Highly compensated workers*: White collar workers who fail the standard duties test but are “highly compensated”—earn more than \$134,004 in a year—are almost all ineligible for overtime under

the highly compensated employee exemption, which has a minimal duties test. This exemption would cover some high-level managers in state and local government. (You can see more information on HCE duties in WHD [Fact Sheet #17H](#).)

- *Police and fire employees in small agencies*: Fire protection or law enforcement employees in public agencies with fewer than five fire protection or law enforcement employees respectively will continue to be exempt from overtime.
- *Elected officials, their policymaking appointees, and their personal staff and legal advisors who are not subject to civil service laws*: These state and local government employees are not covered by the FLSA and will not be impacted by the rule.
- *Legislative branch employees who are not subject to civil service laws*: These state and local government employees are not covered by the FLSA and will not be impacted by the rule.
- *Public employees who have a comp time arrangement*: By agreement, public sector employers can satisfy their overtime obligation by providing comp time rather than paying a cash overtime premium. State and local government employers may continue to use comp time to satisfy their overtime obligations to employees who have not accrued the maximum number of comp time hours.

State and Local Government Employers Have Discretion to Choose Between Several Options for Complying with the Final Rule

The Department does not dictate what option employers should use to comply with the revised regulations. In fact, many options are available to employers for complying with the new salary threshold. These options include:

- *Raise salaries*: For workers whose salaries are close to the new threshold and who pass the duties test, employers may choose to raise these workers’ salaries to meet the new threshold and maintain their exempt status.
- *Pay overtime above a salary*: State and local government employers also can continue to pay newly-eligible employees a salary and pay overtime, or provide comp time for overtime hours in excess of 40 per week. The law does **not** require that newly overtime-eligible workers be converted to hourly pay status. This approach works for employees who

usually do not work overtime, but have occasional “spikes” or periods that require overtime hours. State and local government employers can either plan and budget the extra pay during those periods or provide comp time.

- o For an employee who works a fixed schedule that rarely varies, the employer may simply keep a record of the schedule and indicate the number of hours the worker actually worked only when the worker varies from the schedule.
- o For an employee with a flexible schedule, an employer does not need to require an employee to sign in each time she starts and stops work. The employer must keep an accurate record of the number of daily hours worked by the employee.

So an employer could allow an employee to just provide the total number of hours she worked each day, including the number of overtime hours, by the end of each pay period.

- *Evaluate and realign employee workload:* Employers can limit the need for employees to work overtime by ensuring that workloads are distributed to reduce overtime, that staffing levels are appropriate for the workload, and that workers are managing their time well.
- *Utilize comp time:* State and local government employers—unlike private sector employers—can provide comp time rather than cash overtime payments in appropriate circumstances.

Holiday Policy

Milton Township honors all holidays that the Cass County government offices recognize. For actual holiday dates, please refer to the Milton Township Holiday Schedule, published each December for the following year.

Township offices will be closed during these holidays and for full-time employees these will be considered paid holidays (one holiday equals eight hours).

Paid Time-off Policy (PTO)

Milton Township provides full-time employees paid time-off (PTO) hours based on the years of service in accordance with the following schedule:

Years of Service	PTO Grant Rate (per pay period x 24)	Maximum annual PTO granted
0-2 years	3.33 hours	10 days (80 hours)
2-5 years	5.00 hours	15 days (120 hours)
5-10 years	6.67 hours	20 days (160 hours)
11 or more years	8.33 hours	25 days (200 hours)

Full-time employees may carry forward unused PTO time from one calendar year to the next, not to exceed the maximum annual PTO amount in effect for you on December 31 of the year from which you are carrying over. For example an employee who, as of December 31, is granted PTO at the rate of 120 hours per year would be able to carry over into the next calendar year up to, but no more than, 120 hours of unused PTO time.

PTO must be used in 4 hour increments.

An increase in the rate at which PTO time is granted will become effective with your first pay period after reaching the next level for years of service. No PTO is granted during periods of paid or unpaid leave of absence.

Milton Township
Profit & Loss Budget vs. Actual

April 2016 through March 2017

	Apr '16 - Mar 17	Budget	\$ Over Budget
Income			
A BEGINNING FUND BALANCE (For Budgeting only)			
BEGINNING FUND BALANCE	0.00	567,342.04	-567,342.04
Total A BEGINNING FUND BALANCE (For Budgeting only)	0.00	567,342.04	-567,342.04
A TAXES			
403 REAL TAXES - CURRENT	0.00	126,863.95	-126,863.95
413 DELINQ. & MAY TAX	178.29	0.00	178.29
447 SUMMER TAX (REIMBURSEMENT - SUMMER TAX)	19,584.44	4,100.00	15,484.44
448 TAXES REPAID	665.62		
Total A TAXES	20,428.35	130,963.95	-110,535.60
B LICENSES & PERMITS			
472 COMCAST FRANCHISE (COMCAST FRANCHISE REIMBURSEMENT)	24,939.51	23,800.00	1,139.51
477 - BUILDING PERMITS	14,812.00	16,000.00	-1,188.00
477.1 - ELECTRICAL PERMITS	3,915.00	6,000.00	-2,085.00
477.2 - MECHANICAL PERMITS	4,712.00	5,000.00	-288.00
477.3 - PLUMBING PERMITS	1,093.20	4,000.00	-2,906.80
Total B LICENSES & PERMITS	49,471.71	54,800.00	-5,328.29
C STATE GRANTS			
574 STATE SHARED REVENUE (STATE SHARED REVENUE)	150,270.00	304,542.00	-154,272.00
575 METRO FUNDS	3,319.04	2,700.00	619.04
Total C STATE GRANTS	153,589.04	307,242.00	-153,652.96
D CHARGES FOR SERVICES			
626 CONDITIONAL USE APPLICATION	0.00	500.00	-500.00
627 FOIA FEES	0.00	20.00	-20.00
628 SITE PLAN REVIEW	1,150.00	500.00	650.00
628.1 PARCEL BOUNDARY ADJUSTMENT	400.00	500.00	-100.00
628.3 REZONING REQUEST APPL.	250.00	500.00	-250.00
628.4 LAND SPLIT / DIVISION FEE	500.00	0.00	500.00
629 ZBA HEARINGS ((ZBA - APPEAL HEARINGS))	0.00	500.00	-500.00
631 PTAF	17,593.02	33,915.83	-16,322.81
Total D CHARGES FOR SERVICES	19,893.02	38,435.83	-18,542.81
E INTEREST AND RENTS			
665 INTEREST INCOME (Interest Income)	787.19	900.00	-132.81
667 RENTAL - SMITH CHAPEL (RENTAL - SMITH CHAPEL)	150.00	1,000.00	-850.00
669 Township Room Rentals	4,500.81	1,500.00	3,100.81
670 Table & Chair Rental	20.00		
Total E INTEREST AND RENTS	5,637.80	3,400.00	2,137.80
F OTHER REVENUES			
675 DONATIONS & GRANTS (DONATIONS & GRANTS)	0.00	1,000.00	-1,000.00
676 OTHER REVENUES (OTHER REVENUES)	300.47	0.00	300.47
676.2 SMCAS ANNUAL CONTRACT (SMCAS ANNUAL CONTRACT)	1,250.00	1,250.00	0.00
677 BANK REIMBURSEMENT FEES (Service Charge Fees Credited)	2.53	0.00	2.53
678 REIMBURSEMENT - ELECTIONS (REIMBURSEMENT - ELECTIONS)	656.54	400.00	256.54
678.1 Reimb Contractor Services	81.22	0.00	81.22
678.2 REIMB. FROM FIRE FUND	0.00	155,248.34	-155,248.34
Total F OTHER REVENUES	2,290.76	157,898.34	-155,608.58
Total Income	251,210.68	1,258,083.18	-1,006,872.48
Gross Profit	251,210.68	1,258,083.18	-1,006,872.48
Expense			
A TOWNSHIP BOARD			
101-101-136.5 BUILDING NOTE PMT	0.00	128,344.28	-128,344.28
101-101-702 Trustee Salary	3,125.10	5,000.00	-1,874.90
101-101-710 SALARY-AA	20,925.00	33,480.00	-12,555.00
101-101-710.1 SECRETARY WAGES	3,474.25	5,408.00	-1,933.75
101-101-710.2 ACCRUED WAGES	0.00	1,796.23	-1,796.23
101-101-725.1 Amb. Board Meet	270.00	300.00	-30.00
101-101-725.2 NATS Meetings	0.00	240.00	-240.00
101-101-725.3 FOIA Expense	0.00	20.00	-20.00
101-101-725.4 FIRE BOARD MEETIN	150.00	320.00	-170.00
101-101-726 Office Expense	3,688.34	5,000.00	-1,311.66
101-101-726 Postage Expense (Postage Expense)	1,994.81	3,000.00	-1,005.19
101-101-731 Publications Exp.	853.68	3,000.00	-2,146.32
101-101-802 Conferences	0.00	4,000.00	-4,000.00
101-101-802.2 Trustee Training	0.00	200.00	-200.00
101-101-802.3 Admin Trainin	0.00	200.00	-200.00

Milton Township
Profit & Loss Budget vs. Actual

April 2016 through March 2017

	Apr '16 - Mar 17	Budget	\$ Over Budget
101-101-813 MTA Dues	2,920.33	2,921.00	-0.67
101-101-813.1 NATS Membership	0.00	2,000.00	-2,000.00
101-101-815 Computer & Software	5,127.40	5,300.00	-172.60
101-101-818 LOAN TO FIRE FUND	9,700.00	155,249.34	-145,549.34
101-101-850 Telephone	3,445.53	5,000.00	-1,554.47
101-101-850.1 Internet	2,537.84	1,900.00	637.84
101-101-861.2 Committee Mileage	0.00	122.00	-122.00
101-101-861.3 Admin/Sec.Mileage	0.00	100.00	-100.00
101-101-801 Legal Notices	495.12	1,000.00	-504.88
101-101-870 Equipment/Furniture	3,087.36	5,000.00	-1,912.64
Total A TOWNSHIP BOARD	61,894.56	368,900.85	-307,006.29
B SUPERVISOR			
101-171-702 (Salary) (Supervisor Salary)	9,062.55	14,500.00	-5,437.45
101-171-702.1 (Deputy Salary) (Deputy Supervisor Wages)	30.00	624.00	-594.00
101-171-802 (Training) (Supervisor - Conference&Work)	0.00	200.00	-200.00
Total B SUPERVISOR	9,092.55	15,324.00	-6,231.45
C ELECTIONS			
101-191-706 Wages Elect Inspec	4,133.13	4,000.00	133.13
101-191-726 Election - Supplies	1,818.26	1,500.00	318.26
101-191-801 Legal Notices (Election - Legal Notices)	167.53	170.00	-2.47
101-191-931.1 Elect Mach Prog	777.33	1,950.00	-1,172.67
101-191-933 Elect Machine Maint	245.00	1,255.00	-1,010.00
101-191-976 Elec Meal Reimb	315.76	400.00	-84.24
Total C ELECTIONS	7,457.01	9,275.00	-1,817.99
D CLERK			
101-215-702 Salary-Clerk (Salary-Clerk)	12,187.50	19,500.00	-7,312.50
101-215-702.1 Wages - Deputy (Wages - Deputy)	425.75	1,300.00	-874.25
101-215-802.1 (Clerk Training) (Clerk Training)	0.00	200.00	-200.00
101-215-815 Computer Software (Computer Software)	380.10	1,200.00	-819.90
101-215-902 Forms (Forms)	0.00	250.00	-250.00
Total D CLERK	12,993.35	22,450.00	-9,456.65
E EXTERNAL AUDITS			
101-202-802 Other Acct Fees	7,000.00	7,000.00	0.00
Total E EXTERNAL AUDITS	7,000.00	7,000.00	0.00
F BOARD OF REVIEW			
101-247-725 (Wages) (BOR - per diem)	440.00	1,980.00	-1,540.00
101-247-731 (Publications) (BOR - Publications)	0.00	100.00	-100.00
101-247-802.1 (BOR Training) (BOR Training)	0.00	552.50	-552.50
101-247-851 (Mileage) (BOR - mileage)	0.00	100.00	-100.00
101-247-864 (Meals) (BOR - Meals & Lodging)	0.00	300.00	-300.00
101-247-901 (Legal/Notices) (BOR - Legal notices)	0.00	120.00	-120.00
Total F BOARD OF REVIEW	440.00	3,152.50	-2,712.50
G TREASURER			
101-253-702 (Salary) (Treasurer Salary)	11,562.45	18,500.00	-6,937.55
101-253-702.1 (Deputy Wages) (Deputy Treasurer Wages)	162.50	1,300.00	-1,137.50
101-253-734 (Service Fees) (Treasurer Bank Service Fees)	1,421.22	50.00	1,371.22
101-253-802.1 (Treasurer Train) (Treasurer Training)	0.00	200.00	-200.00
101-253-815 (Computer) (Treasurer - computers/software)	63.00	63.00	0.00
101-253-816 (Tax Roll Printing) (Treasurer - Tax Roll Mnt/Prt)	5,614.47	5,800.00	-185.53
101-253-861 (Mileage) (Treasurer - mileage)	37.52	150.00	-112.48
101-253-970 (Equipment) (Treasurer/New Equipment)	0.00	300.00	-300.00
Total G TREASURER	18,851.16	26,363.00	-7,501.84
H ASSESSOR			
101-257-728 POSTAGE EXPENSE	1,821.54	2,200.00	-378.46
101-257-809 ASSESSOR TRAINING	815.00	1,000.00	-185.00
101-257-815.1 ASSESSOR SOFTWARE	840.00	2,650.00	-1,810.00
101-257-817 ASSESSOR WAGES	15,625.05	25,392.00	-9,766.95
Total H ASSESSOR	19,101.59	31,242.00	-12,140.41

Milton Township
Profit & Loss Budget vs. Actual

April 2016 through March 2017

	Apr '16 - Mar 17	Budget	\$ Over Budget
I SMITH'S CHAPEL			
101-265-921.2 SC Electric	308.31	400.00	-90.69
101-265-923.2 SC Heat	0.00	500.00	-500.00
101-265-933 (SC-Maintenance) (Smith Chapel Main.Bldg.)	395.00	2,000.00	-1,605.00
101-265-940 (SC-Rent Commission (Sm Chpl - Rental Commission)	0.00	200.00	-200.00
Total I SMITH'S CHAPEL	704.31	3,100.00	-2,395.69
J TOWNSHIP HALL			
101-265-921.2 TH Electric	2,847.92	4,500.00	-1,652.08
101-265-923.1 TH Gas	517.89	1,500.00	-982.11
101-265-924 TH Security	748.31	1,200.00	-450.69
101-265-931 GROUNDS KEEPER	7,524.53	9,744.00	-2,219.47
101-265-931.4 TH Cleaning	0.00	500.00	-500.00
101-265-933 TH Equip. Maint.	638.95	1,000.00	-360.05
101-265-933.2 TH Maintenance	7,950.92	11,750.00	-3,799.08
Total J TOWNSHIP HALL	20,230.52	30,194.00	-9,963.48
J.1 OLD TWSP HALL			
101-265-726 RENTAL EXP.	0.00	720.00	-720.00
101-265-921 ELECTRIC	719.75	1,200.00	-480.25
101-265-923.2 HEAT	29.87	500.00	-470.33
101-265-931.5 CLEANING	0.00	500.00	-500.00
101-265-933.3 MAINT.	0.00	500.00	-500.00
Total J.1 OLD TWSP HALL	749.42	3,420.00	-2,670.58
J.2 RENTAL EXP.			
101-265-710 Event Manager Pay	789.75	800.00	-10.25
101-265-726 SUPPLIES	0.00	500.00	-500.00
101-265-970 EQUIPMENT	0.00	5,000.00	-5,000.00
101.265.970.1 RENTAL EQUIP	0.00	2,500.00	-2,500.00
Total J.2 RENTAL EXP.	789.75	8,800.00	-8,010.25
J.3 WEATHER SIRENS			
101-265-934 Siren Maint.	0.00	1,200.00	-1,200.00
101-265-970 SIREN EQUIP	0.00	200.00	-200.00
101.265.970.1 SIREN NEW CONST	24,975.00	24,975.00	0.00
Total J.3 WEATHER SIRENS	24,975.00	26,375.00	-1,400.00
K ATTORNEY COSTS			
101-265-826 LEGAL	12,771.78	12,000.00	771.78
K ATTORNEY COSTS - Other	153.75		
Total K ATTORNEY COSTS	12,925.53	12,000.00	925.53
L INSPECTORS			
101-371-702.3 MECHANICAL LABOR (Mechanical Inspector Wages)	2,344.00	4,000.00	-1,656.00
101-371-724 ELECTRICAL LABOR (Electrical Inspector Wages)	5,364.40	4,800.00	564.40
101-371-724.2 BUILDING WAGES (Building Inspector Wages)	13,317.60	12,800.00	517.60
101-371-724.3 BUILD MAINT. WAGE	1,675.00	3,000.00	-1,125.00
101-371-724.4 PLUMBING LABOR (Fees Plumbing Inspector)	1,008.00	3,200.00	-2,192.00
101-371-726 INSPECTOR SUPPLIES (Inspector Office Supplies)	691.90	691.90	0.00
101-371-802 CONFERENCES (Inspector - conf & workshops)	0.00	300.00	-300.00
Total L INSPECTORS	24,600.90	28,791.90	-4,191.00
M ROADS			
101-446-969 ROADS	131,153.89	131,153.89	0.00
101-446-969.2 STRIPING	1,793.32	1,793.32	0.00
101-446-969.3 MULI USE PATH	0.00	33,200.00	-33,200.00
101-446-969.1 SIGNS	0.00	800.00	-800.00
Total M ROADS	132,947.21	166,947.21	-34,000.00
N STREET LIGHTS			
101-448-820 STREET LIGHTS - ALL	5,634.97	7,000.00	-1,365.03
101-448-820.2 SL INSTALLATION	0.00	500.00	-500.00
Total N STREET LIGHTS	5,634.97	7,500.00	-1,865.03
O Spring Cleaning			
101-525-943 TRASH CONTAINER	2,041.13	2,500.00	-458.87
Total O Spring Cleaning	2,041.13	2,500.00	-458.87

Milton Township
Profit & Loss Budget vs. Actual

April 2016 through March 2017

	Apr '16 - Mar 17	Budget	\$ Over Budget
P PLANNING COMMISSION			
101-410-725 (PC-Wages) (Planning Commission Wages)	3,595.00	6,650.00	-3,055.00
101-410-726 (PC-supplies) (Plan comm - Office Supplies)	0.00	200.00	-200.00
101-410-802 (PC-Conferences) (Plan Com Conf & Workshop)	0.00	500.00	-500.00
101-410-812 (PC-consultants) (Plan comm - Consultant)	1,763.00	5,000.00	-3,237.00
101-410-826 (PC-Legal) (Plan comm - Legal Services)	200.00	2,000.00	-1,800.00
101-410-901 (PC-Legal/Notices) (Plan comm - Legal Notices)	0.00	200.00	-200.00
Total P PLANNING COMMISSION	5,558.00	14,550.00	-8,992.00
Q ZBA			
101-410-725.1 (ZBA WAGES) (ZBA Wages)	0.00	800.00	-800.00
101-410-726.1 (ZBA SUPPLIES) (ZBA - Office Supplies)	0.00	100.00	-100.00
101-410-826.1 (ZBA-LEGAL) (ZBA - Legal Services)	0.00	250.00	-250.00
101-410-861.1 (ZBA-MILEAGE) (ZBA - Mileage)	0.00	100.00	-100.00
101-410-901.1 ZBA-LEGAL NOTICE (ZBA - Legal Notices)	0.00	100.00	-100.00
Total Q ZBA	0.00	1,350.00	-1,350.00
R ZONING			
101-410-705.2 SALARIES	10,875.00	17,400.00	-6,525.00
101-410-802.3 ZA TRAINING	0.00	500.00	-500.00
101-410-826.2 LEGAL	410.00	1,000.00	-590.00
101-410-861.2 ZA - MILEAGE	82.75	300.00	-217.25
101-410-970 EQUIPMENT	0.00	500.00	-500.00
Total R ZONING	11,367.75	19,700.00	-8,332.25
S PARK & RECREATION (PARK & RECREATION)			
101-751-931 PARK -MAINTENANCE (Park - Bldg Gr Maint)	490.00	500.00	-10.00
101-751-931.1 PORTA POTTY	1,338.75	1,339.00	-0.25
101-751-931.2 PARK-IMPROVEMENT	584.57	12,000.00	-11,415.43
Total S PARK & RECREATION (PARK & RECREATION)	2,413.32	13,839.00	-11,425.68
T OTHER			
101-850-822 FICA - MATCH (Employer - FICA Matching Share)	453.23	800.00	-146.77
101-850-822.1 PENSION - MATCH (Twp Bd - Pension matching (ERCON))	11,007.32	18,000.00	-6,992.68
101-850-822.2 MEDICARE - MATCH (Employer - Medicare Match Share)	1,733.48	2,500.00	-766.52
101-850-822.3 PENSION - FEES (Twp Bd - Pension costs)	1,434.51	1,450.00	-15.49
101-850-860 PAYROLL EXPENSES	142.50	0.00	142.50
101-850-910 INSURANCE (Twp Bd - Insurance)	10,654.03	11,000.00	-345.97
101-850-921 SHERIFF'S PATROL	925.76	4,200.00	-3,274.24
101-850-922 SAD NOTICES	3,280.81	4,055.57	-774.76
Total T OTHER	29,631.82	41,805.57	-12,173.75
Total Expense	411,409.65	894,580.05	-483,170.38
Net Income	-160,198.97	393,503.13	-553,702.10



Milton Township

General Fund Balance

Treasurer Flowers

October, 2016

FIFTH THIRD	
Checking	\$ 164,684.25
In Transit Shared Revenue	\$ 52,234.00
CHEMICAL BANK:	
CD	\$ 38,668.08
CD	\$ 157,735.22
Escrow Funds	\$ 4,021.24
HUNTINGTON BANK:	
Savings	\$ 136,904.17
Postage Cash Fund - Pending	\$ 100.00
Treasurers Cash Box	\$ 150.00
Admin Assistant Cash Box	\$ 200.00
Fire Fund CLOSED	0
TOTAL	\$ 554,696.96

Milton Township
Transaction List by Date
 October 18 through November 15, 2015

Type	Date	Num	Name	Memo	Amount
Oct 18 - Nov 15, 15					
Check	10/20/2015	ACH	Midwest Energy Co...	acct # 18345...	-37.83
Check	10/20/2015	ACH	Midwest Energy Co...	acct # 58890...	-393.35
Check	10/20/2015	9676	APEX Software	acct # 11524...	-340.00
Check	10/20/2015	9677	Comcast Business	acct # 90609...	-406.28
Check	10/20/2015	9678	Schaffer & Layher, ...	inv # 56654 p...	-690.00
Check	10/20/2015	9679	Bauchham, Sparks,...		-725.00
Check	10/20/2015	9680	Cass County Inform...	Annual Contr...	-500.00
Check	10/23/2015	ACH	Indiana Michigan P...	041-052-123-...	-378.74
Check	10/23/2015	ACH	Indiana Michigan P...	042-357-867-...	-51.02
Check	10/29/2015	9681	Chemical Bank	acct # 5477 2...	-44.99
Check	10/29/2015	9682	Pitney Bowes Glob...	8382038-OT...	-192.00
Check	10/29/2015	9683	D.E. Duck Heating ...	service order ...	-360.00
Check	10/29/2015	9684	Chemical Bank	acct # 5477 2...	-19.70
Check	10/29/2015	9685	Michigan Election R...	QVF Voter I...	-22.55
Deposit	10/29/2015	DEP		3 weddings &...	0.00
Deposit	10/29/2015	DEP		Great Hall Re...	0.00
Check	10/29/2015	9688	Smith's Chapel Hist...	Billing for ren...	-190.00
Check	10/30/2015	9686	Glick, W. Eileen	Mileage reim...	-50.03
Paycheck	10/30/2015	9687	Benjamin, Robert W		-469.13
Paycheck	10/30/2015	9693	Renken, Eric R		-161.06
Paycheck	10/30/2015	9695	Stewart, Revie R		-197.56
Paycheck	10/30/2015	9688	Botts-Flowers, Sus...		-616.17
Paycheck	10/30/2015	9689	Braden, Christopher...		-393.08
Paycheck	10/30/2015	9690	Buchar, Cori L		-1,096.49
Paycheck	10/30/2015	9691	Gibert, William M		-626.80
Paycheck	10/30/2015	9692	Glick, W. Eileen		-511.82
Paycheck	10/30/2015	9694	Sante, Steve W.		-52.81
Paycheck	10/30/2015	9696	Sweeney, Kelly		-86.20
Check	10/30/2015	9697	Hamilton, Johnny	Mechanical P...	-882.40
Paycheck	10/30/2015	9698	Svoboda, Richard J		-109.77
Deposit	10/31/2015			Interest	17.16
Deposit	10/31/2015			Interest	15.81
Check	10/31/2015			Service Charge	-1.80
Deposit	11/02/2015	DEP		21990 permit...	25.00
Deposit	11/02/2015	DEP		21991 permit...	535.00
Deposit	11/02/2015	DEP		21992 tax col...	3,815.01
Deposit	11/02/2015	DEP		21993 St of ...	1,053.94
Deposit	11/02/2015	DEP	ADT Security Serv...	21994 credit ...	622.15
Deposit	11/02/2015	DEP		21995 71396...	177.00
Liability Check	11/02/2015	E-pay	EFTPS	38-1861254 ...	-13.20
Liability Check	11/02/2015	E-pay	EFTPS	38-1861254 ...	-1,326.46
Deposit	11/02/2015	DEP		22002 share...	51,509.00
Deposit	11/02/2015			21989 Deposit	213.00
Deposit	11/02/2015			21730 31 Es...	1,188.32
Deposit	11/03/2015	DEP		21996 70832...	180.00
Deposit	11/03/2015	DEP		21997 permit...	180.00
Deposit	11/03/2015	DEP		21998 permit...	185.00
Deposit	11/03/2015	DEP		21999 permit...	293.00
Deposit	11/03/2015	DEP		22000 permit...	180.00
Deposit	11/03/2015	DEP		22001 permit...	355.00
Liability Adjust	11/06/2015				-71.55
Liability Adjust	11/06/2015				-61.62
Liability Check	11/09/2015	ACH	JOHN HANCOCK, ...	54424	-1,381.89
Liability Check	11/09/2015	ACH	JOHN HANCOCK, ...		-2,004.37
Liability Check	11/09/2015	ACH	Aspire Financial Ser...		-697.03
Check	11/10/2015	ACH	Semco Energy	acct # 03570...	-18.47
Paycheck	11/11/2015	9720	Hardin, Wayne		-115.43
Check	11/11/2015	9700	Parrett Company	invoice # 236...	-58.94
Check	11/11/2015	9701	Leader Publications	inv # 107370 ...	-16.04
Check	11/11/2015	9702	Employee Payment...	inv # 15314 s...	-207.50
Check	11/11/2015	9703	Indiana Michigan P...	acct # 047-65...	-180.67
Check	11/11/2015	9704	Cintas	acct # 336-06...	-94.86
Check	11/11/2015	9705	Comcast Business	inv # 39089199	-406.28
Liability Check	11/11/2015	E-pay	EFTPS	38-1861254 ...	-1,271.18
Liability Check	11/11/2015	ACH	Aspire Financial Ser...		-72.50
Liability Check	11/11/2015	ACH	JOHN HANCOCK, ...	54424	-395.79
Liability Check	11/11/2015	ACH	JOHN HANCOCK, ...		-568.98

3:07 PM

11/10/16

Milton Township
Transaction List by Date
October 18 through November 15, 2015

Type	Date	Num	Name	Memo	Amount
Paycheck	11/13/2015	9717	Stewart, Revie R		-246.96
Paycheck	11/13/2015	9709	Benjamin, Robert W		-489.13
Paycheck	11/13/2015	9710	Botts-Flowers, Sus...		-616.16
Paycheck	11/13/2015	9711	Braden, Christopher...		-393.07
Paycheck	11/13/2015	9712	Buchar, Cori L		-1,096.48
Paycheck	11/13/2015	9713	Gibert, William M		-826.79
Paycheck	11/13/2015	9714	Glick, W. Eileen		-511.83
Paycheck	11/13/2015	9715	Renken, Eric R	VOID:	0.00
Paycheck	11/13/2015	9716	Sante, Steve W.		-52.81
Paycheck	11/13/2015	9718	Sweeney, Kelly		-96.20
Paycheck	11/13/2015	9719	Renken, Eric R		-90.77
Check	11/13/2015	ACH	AMERICAN ELECT...		-61.59
Check	11/14/2015	ACH	COMCAST CABLE-...	acct # 8771 4...	-208.55
Deposit	11/15/2015	DEP		22003 Comc...	7,829.41
Deposit	11/15/2015	DEP		22005 reimb...	81.12
Deposit	11/15/2015	DEP		22004 US Tr...	14.50
Deposit	11/15/2015			22007 MT 15...	156.00

Oct 18 - Nov 15, 15